



# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**Three-Year Project Cycle beginning 2019**

## REQUEST FOR APPLICATION

**Applicant: California Department of Justice**

*Released November 9, 2018  
Due to BSCC March 28, 2019*

*In addition to the grant application, this Request for Application (RFA) packet includes important information about funding provisions, grant eligibility, and application submission requirements.*

## Table of Contents

---

Contact Information.....	1
Application Submission and Due Date .....	1
Background Information .....	1
California State Strategy .....	2
Project Description.....	3
Eligibility .....	3
Compliance with Federal Laws .....	3
Grant Cycle .....	3
Priority Program Purpose Areas .....	4
Prohibited Uses.....	5
Funding.....	6
Fund Source.....	6
Funding for the California Department of Justice .....	6
Matching Funds.....	6
Supplanting .....	6
Leveraging of Grant Funds.....	6
Grant Requirements.....	6
Stakeholder Collaboration .....	6
Letters of Agreement and Operational Agreements.....	7
Audit.....	8
Invoices.....	8
Cal-DOJ Orientation .....	8
Outside Grant Funds .....	8
Evidence-Based, Innovative and Promising Strategies .....	8
Evidence-Based Practice (EBP) .....	8
Innovative and/or Promising Strategies .....	9
Requirements for All JAG Programs.....	10
EBP Informational Resources.....	11
Data Collection, Reporting and Evaluation Requirements .....	12
Required Set-Aside for Evaluation Efforts.....	12
Cal-DOJ Evaluation Plan.....	12
Quarterly Progress Reports.....	13
Final Cal-DOJ Evaluation Report.....	13
RFA Process.....	<b>Error! Bookmark not defined.</b>
Application Submission .....	<b>Error! Bookmark not defined.</b>
Guiding Principles for all Grant Programs .....	13
Reducing Racial and Ethnic Disparity.....	13

## JAG Application

---

JAG Application Checklist .....	15
Application Instructions .....	16
Section I: Applicant Information Form .....	17
Section II: Project Need .....	18
Section III: Project Description, Goals and Objectives.....	18
Section IV: Collaboration.....	19
Section V: Evidence-Based, Promising and Innovative Strategies .....	19
Section VI: Data Collection and Evaluation .....	20
Section VII: Capability and Qualifications to Provide Services.....	20
Section VIII: Proposal Budget .....	21

## Appendices

---

Appendix A: Three-Year JAG Strategy.....	24
Appendix B: JAG Steering Committee Roster .....	27
Appendix C: Sample Letter of Agreement .....	28
Appendix D: Sample Operational Agreement.....	29
Appendix E: List of Other Grant Funding Sources.....	30
Appendix F: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement .....	31
Appendix G: Sample Grant Agreement, General Terms, and Federal Special Conditions.....	32
Appendix H: Key Federal Assurances.....	59
Appendix I: Definition of Terms .....	61

## CONTACT INFORMATION

This Request for Application (RFA) provides the information necessary to prepare an application to the Board of State and Community Corrections (BSCC) for grant funds available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Questions concerning this RFA should be directed to:

Daryle McDaniel, Field Representative  
Corrections Planning and Programs Division  
Phone: (916) 341-7392  
Email: [daryle.mcdaniel@bscc.ca.gov](mailto:daryle.mcdaniel@bscc.ca.gov)

## APPLICATION SUBMISSION AND DUE DATE

Please submit one original, and one electronic copy of the application packet to the BSCC's Corrections Planning and Grant Programs Division by March 28, 2019 . Submit materials to the following address:

**Attn: Edward Byrne Memorial Justice Assistance Grant**  
Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

One legible electronic copy of the signed Proposal is to be sent to: [JAG@bscc.ca.gov](mailto:JAG@bscc.ca.gov)

## BACKGROUND INFORMATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S. Code § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The Federal JAG Program supports eight Program Purpose Areas designated by federal statute. These include:

- (1) Law enforcement programs.
- (2) Prosecution and court programs, including indigent defense.
- (3) Prevention and education programs.
- (4) Corrections and community corrections programs.
- (5) Drug treatment and enforcement programs.
- (6) Planning, evaluation and technology improvement programs.
- (7) Crime victim and witness programs (other than compensation).
- (8) Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. (This program purpose area was added by BJA for 2017).

Historically, funding for the JAG Program in California had been allocated directly to counties through a non-competitive process. The majority of funds were passed through to local law enforcement agencies to fund multi-jurisdictional task forces related to narcotics suppression. In fact, in 2012, 98 percent of JAG funds were allocated to Program Purpose Area (1) – Law enforcement programs.

On July 1, 2012, California state law transferred the administration of the JAG Program from the California Emergency Management Agency (now the California Office of Emergency Services) to the Board of State and Community Corrections (BSCC). With this transfer, BSCC became the State Administering Agency (SAA) responsible for oversight of Byrne JAG funding in California.

Around this same time, the Bureau of Justice Assistance (BJA), the federal agency that administers the JAG Program, placed a greater emphasis on the role of comprehensive strategic planning by the states. California embraced this change, recognizing that a reassessment of funding priorities was overdue. After assuming responsibility for the JAG Program, members of the BSCC (the Board) expressed a desire to take a closer look at JAG funding in California, to explore whether the State could or should be investing in any of the other JAG Program Purpose Areas.

To that end, California conducted a comprehensive strategic planning process and gathered input from all criminal justice stakeholders in order to develop a more comprehensive Multi-Year State Strategy for the JAG Program. The BSCC formed an Executive Steering Committee (ESC), comprised of high-level executives from small, medium and large counties, representing the public, private and non-profit sectors. The JAG ESC led the planning process, which included a web-based survey of 890 stakeholders, three public comment sessions throughout the state, discussions with other criminal justice stakeholders, and an examination of other criminal justice financial resources designed to address public safety and victim assistance concerns.

As a result of this planning process, the JAG ESC developed a Multi-Year State Strategy, which was subsequently approved by the full Board on March 1, 2015. While maintaining law enforcement programs as a priority, California's new strategy places an equal emphasis on prevention and education programs, as well as on court, prosecution and defense strategies. The table on the following page lays out California's Multi-Year Strategy for the Byrne JAG Program.

**Important to note:** California is required to pass through to local governments 60.2% of the JAG award. The BSCC will release a Request for Proposal to address this requirement. A separate portion of California's JAG funds must be passed to, "...State police departments that provide criminal justice services to units of local government..." (U.S. Code § 3755(e)(2)). California has identified the California Department of Justice (Cal-DOJ) as the state police department that shall receive the JAG funds according to this statute. The Cal-DOJ has a long history of supporting smaller municipalities through the use of multi-jurisdictional law enforcement task forces. The BSCC will allocate these funds to the Cal-DOJ through this Request for Application.

## CALIFORNIA STATE STRATEGY

## Multi-Year Strategy for the Byrne JAG Program

- (1) Will honor responses from California stakeholders in the 2013 Byrne JAG Stakeholder Survey, with priority given to the survey supported Program Purpose Areas of:
  - a. *Education and Prevention*
  - b. *Law Enforcement*
  - c. *Prosecution, Courts and Defense*
- (2) The needs of small, medium and large counties will be taken into account.
- (3) Funding will be based on local flexibility, on the needs of the juvenile and adult criminal justice communities and on input from a balanced array of stakeholders.
- (4) Applicants must demonstrate a collaborative strategy based on the community engagement model that involves multiple stakeholders in the project or problem addressed.
- (5) Some emphasis will be given to the development of innovative and/or promising strategies to reduce recidivism.

## PROJECT DESCRIPTION

### Eligibility

Only the Cal-DOJ is eligible to apply. As a part of the application process, the Cal-DOJ must develop a JAG Steering Committee (see “Stakeholder Collaboration,” below) comprised of both state and local stakeholders to oversee the planning and implementation of JAG-funded projects.

## COMPLIANCE WITH FEDERAL LAWS

If selected for funding, in addition to implementing the funded project consistent with the Office of Justice Programs (OJP) approved application, the grantees must comply with all award requirements (including all award special conditions), as well as all applicable requirements of federal statutes and regulations. (This was a BJA change added for 2017 and 2018).

JAG awards include federal special conditions that must be met. For reference, Exhibit E of the Sample Grant Agreement (Appendix G) lists the special conditions of the 2016 JAG award. The final grant agreement will include the special conditions of the 2017 JAG award. Federal special conditions are subject to change with subsequent award years. Further information about JAG Federal statutes and regulations can be found at: <https://www.bja.gov>

### Grant Cycle

The grant period will begin in 2019 upon receipt of California's 2017 JAG award and the Cal-DOJ's approved application in response to this RFA and will end on December 31, 2021. This grant is contingent upon the availability of 2017, 2018 and 2019 federal funds through the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

The Cal-DOJ is required to submit one application to the BSCC for the full three-year grant cycle. In this application, the Cal-DOJ is to complete one annual budget for each of the three years. The Cal-DOJ shall calculate the budgets for years two and three based on the 2017 award amount. Annual updates to this application: for years two and three, the Cal-DOJ shall submit updated budgets as needed based on actual 2018 and 2019 federal award amounts. The Cal-DOJ shall also submit any other required documentation as requested by the BSCC.

### **Priority Program Purpose Areas**

As mentioned in the previous section, the BSCC undertook a comprehensive JAG Stakeholder Survey and planning process to determine the focus of the JAG Program in California. The BSCC received 890 survey responses from a broad array of criminal justice stakeholders. Responses to the survey were grouped into seven stakeholder categories: 1) Law Enforcement, 2) Corrections and Community Corrections, 3) Administration and Policy, 4) Courts (including prosecution and defense), 5) Victims, 6) Social Services (including community-based organizations, mental health and public health agencies), and 7) Education and Juvenile Justice.

As a result of these efforts, California developed a new three-year strategy for JAG funding. This strategy focuses on the three Program Purpose Areas deemed top priorities by a majority of survey respondents (across all seven stakeholder categories). **The Cal-DOJ must develop a proposal that addresses one or more of these three Program Purpose Areas (see table below).**

Within each of these Program Purpose Areas (PPAs), respondents to the JAG Stakeholder Survey were also asked to rank in order of importance a list of "areas of need." Responses were again grouped into the seven stakeholder categories. The survey report identified the top three priority Areas of Need for each of the seven stakeholder categories, as listed in the table below. (Note that because there were ties within all three of the PPAs, there are more than three Priority Areas of Need listed for each.)

**The Cal-DOJ is restricted to the development of proposals that address one or more of the three main PPAs, and within each PPA selected, one or more of the Need Areas, as listed in the table on the following page.**

**Within these PPAs and Priority Areas of Need, the Cal-DOJ is free to implement one or more projects that best fit the needs of the local jurisdictions it will serve, as determined by its JAG Steering Committee.**

## **JAG Priority PPAs and Priority Areas of Need**

<b>JAG PPA:</b>	<b>Areas of Need</b>
<b>Prevention and Education Programs</b>	• <i>Gang Initiatives</i>
	• <i>Juvenile Delinquency</i>
	• <i>Substance Abuse</i>
	• <i>School Violence</i>
<b>Law Enforcement Programs</b>	• <i>Gang Violence Reduction</i>
	• <i>Violent Crime Reduction Initiatives</i>
	• <i>Drug Enforcement</i>
	• <i>Gun Violence Reduction</i>
<b>Courts, Prosecution, Defense and Indigent Defense</b>	• <i>Problem Solving Courts (e.g., Mental Health, Veterans, Drug, Reentry)</i>
	• <i>Gun/Gang Prosecution</i>
	• <i>Violent Crime Prosecution and Defense</i>
	• <i>Court-Based Restorative Justice Initiatives</i>
	• <i>Innovations in Indigent Defense</i>

### **Prohibited Uses**

No JAG funds may be expended outside of the three priority JAG PPAs. Even within these PPAs, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items (per federal grant guidelines):

- Indirect costs.
- Vehicles, vessels, or aircraft (with the exception of police cruisers, police boats and police helicopters).
- Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles.
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.



## FUNDING

### Fund Source

The JAG Program is a federally-funded grant program, with funds allocated by the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

### Funding for the California Department of Justice

For Fiscal Year 2017, California's JAG Local Assistance Allocation is \$16,285,179. A portion of these funds – \$1,194,761 – will be allocated directly to the California Department of Justice through this application process, as per U.S. Code § 3755 (e)(2), to support local units of government. Funding for years two and three will be contingent upon California's JAG allocations for 2018 and 2019.

### Matching Funds

The JAG Program has NO match requirement.

### Supplanting

Supplanting is prohibited under JAG. The applicant cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the 2018 JAG Frequently Asked Questions on BJA's web site for examples of supplanting (<https://www.bja.gov/Funding/JAGFAQ.pdf>).

### Leveraging of Grant Funds

Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, the applicant may use JAG funds along with other federal funds, to fund different portions of the same project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

## GRANT REQUIREMENTS

### Stakeholder Collaboration

In order to apply for JAG funding, the applicant must form a JAG Steering Committee comprised of stakeholders representing diverse disciplines who have experience and expertise in the prospective problem areas to be addressed by the JAG proposal. This will help meet the federal mandate that requires community engagement for the deployment of JAG funds. The steering committee will determine the community needs and develop a three-year JAG strategy in one-year increments, using the identified priorities (see **Appendix A** for Three-Year JAG Strategy Overview).

The JAG Steering Committee will represent a significant cross-section of the juvenile and criminal justice stakeholder communities within the applicant county. The JAG Steering Committee will be diverse in its composition; to include a balanced representation of both traditional and non-traditional stakeholders. Examples of traditional stakeholders could include law enforcement, probation, courts, and other city and county departments.

Examples of non-traditional stakeholders could include community- and faith-based organizations, educators, social service providers, job developers, advocacy groups, or citizens. The applicant will determine the total number of members to serve on the JAG Steering Committee.

Stakeholders identified for membership on the JAG steering committee shall possess a working knowledge of the problem areas being discussed within the identified JAG priorities. The applicant must describe the process that took place to engage membership for the JAG Steering Committee as well as any working relationships that existed with members prior to the development of the steering committee. The JAG steering committee will work collaboratively to identify the needs of the community as they relate to the JAG priorities and to create and develop a comprehensive project plan with the overall goal of reducing violent crime and recidivism within their county. The applicant must describe how they ensured full and balanced participation and voting rights for all members of the committee throughout this process. The applicant may use an existing group, or a subcommittee of an existing group, but must address all the requirements listed in this section. The applicant must attach a member roster containing the names, titles, organizational affiliations, and contact information for each JAG Steering Committee member (see **Appendix B**).

### **Letters of Agreement and Operational Agreements**

As part of the necessary collaboration that must occur for the JAG Program to be successful, The Cal-DOJ must engage a wide range of stakeholders. There may be two levels of participation within a JAG Program. The level of participation will determine what type of documentation must be included with the application:

(1) Letter of Agreement (less formal)

For each partner agency that participates as a part of the JAG Steering Committee, and/or partners that provide in-kind services, the applicant must include a **signed** Letter of Agreement. This shall serve as an acknowledgement of the partnership that will exist, wherein no funds will be exchanged. A sample Letter of Agreement can be found in **Appendix C**.

(2) Operational Agreement (more formal)

For each subcontractor, consultant or service provider that will be paid for services under the grant agreement – including community- or faith-based organizations – the applicant must include a **draft** Operational Agreement. This shall serve as a formal agreement between the two parties indicating that there will be some type of contract or interagency agreement for services and acknowledging the exchange of funds.

An Operational Agreement should include: (a) a description of the agencies commitment to demonstrate a formal system of networking and coordination with other agencies and the applicant; (b) the names of anticipated project staff; (c) original signatures, titles, and the agency name for both parties; (d) effective performance period dates; and (e) the amount of JAG funds designated to the agencies. Signatures may be obtained after the proposal due date. A sample Operational Agreement can be found in **Appendix D**.

## Audit

The Cal-DOJ must provide to the BSCC an electronic copy of (or a link to) an annual audit of expenditures (either grant-specific or as part of the California Single State Audit) covering the grant period.

## Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The grantee must submit invoices to the BSCC on a quarterly basis, within 45 days following the end of the reporting period via the on-line process. The grantee must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the *BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page:

[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)

## Cal-DOJ Orientation

Following the start of the grant cycle, BSCC staff will conduct an orientation for the purpose of reviewing the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management activities. Upon award, a date will be set to complete this mandatory orientation.

## Outside Grant Funds

The applicant must complete the “List of Other Grant Funding Sources” form (see **Appendix E**) and submit it with the proposal packet.

## EVIDENCE-BASED, INNOVATIVE AND PROMISING STRATEGIES

### Evidence-Based Practice (EBP)

The concept of evidence-based practice was developed outside of criminal justice and is commonly used in other applied fields such as medicine, nursing, and social work. Because there are numerous definitions of evidence-based practice, for the purpose of this RFP, evidence-based practice consists of three basic principles:

1. Evidence that the intervention is likely to work, i.e., produce a desired benefit;
2. Evidence that the intervention is being carried out as intended; and
3. Evidence that allows an evaluation of whether the intervention worked.

In discussions of evidence-based practice in criminal justice, it is common to distinguish between *programs* and *strategies*.

*Programs* are designed to change the behavior of individuals in the criminal justice system and are measured by individual level outcomes. Programs aiming to reduce

substance use and antisocial behavior, for example, include Cognitive Behavioral Therapy, Behavioral Programs; Social Skills Training; and Family Crisis Counseling.

Although *strategies* may include programs to change individual behavior, this term is generally used for interventions to promote community level policy objectives. Such strategies may be evaluated for effects on overall service delivery or use of jail beds rather than in terms of recidivism alone.

- Some interventions are “brand-name programs,” which have already been tested and found effective in a variety of settings: for example, Nurse Family Partnership, Functional Family Therapy, and Life Skills Training.
- Brand name programs offer the advantages of detailed training and implementation protocols available from the developer.
- Whether a brand name program is suited to the particular circumstances of an agency or setting should be determined in advance, because effectiveness can be compromised when brand name programs are altered.<sup>1</sup>

For these reasons, one cannot rely simply on the brand, but must apply the principles of evidence-based practice to an agency’s particular circumstances. Depending on that review, applicants may wish to adopt a brand-name program, adapt non-branded interventions developed elsewhere, or develop a new program or strategy (see “Innovative and/or Promising Strategies,” below).

Showing that a program or strategy is likely to work in a local setting requires not only evidence of effectiveness but evidence of relevance.<sup>2</sup> Applicants should determine what kind of evidence is available and the reasoning that indicates the proposed practice is likely to succeed and will be effective in the local community and with the population being served. In addition, applicants should identify any lessons learned that have been applied in planning for the intervention in the local setting.

### **Innovative and/or Promising Strategies**

The State Strategy for the JAG Program adopted by the BSCC states that “some emphasis shall be given to innovative and/or promising strategies to reduce crime and recidivism.” Based on this, applicants are encouraged to identify innovative or promising strategies in their applications for JAG funds.

“Innovative,” for purposes of this grant application, shall be broadly construed to include programs or strategies that are “new” in the county or area where applied or represent expanded or reconfigured programs targeting additional populations or needs in the applicant county. Innovative programs or strategies described in the proposal must be linked to one or more components of an evidence-based practice.

“Promising,” for purposes of this grant application, shall be broadly construed to include crime- and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence that is not yet strong enough to

---

<sup>1</sup>Peter Greenwood, Ph.D. “Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practices,” January 2010.

<sup>2</sup> Nancy Cartwright and Jeremy Hardie, “Evidence-Based Policy A Practical Guide to Doing it Better,” Oxford University Press, 2012.

conclude that the success was due to the program, or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and promising approaches is a difference in degree that depends on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods that were used. Applicants seeking to implement "promising" programs or strategies should be able to describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the proposal.

Evidence, which may vary in terms of its novelty or its strength, is relevant to the assessment of a program's potential benefits, whether described as innovative, promising, or evidence-based.

## Requirements for All JAG Programs

1. The applicant must show, in the grant proposal, that the proposed intervention(s)<sup>3</sup> (whether evidence-based, innovative or promising) are likely to achieve benefits desired in the local setting. To do this, the applicant must:
  - Describe the intervention(s) being proposed for implementation;
  - Discuss any evidence (research, outcome evaluations, etc.) that indicates the intervention or its components have been effective elsewhere;
  - Describe the population(s) for which each intervention has been shown to be or is likely to be effective; and show that it is appropriate for the proposed target population; and
  - Discuss what has been done to ensure that the support factors (e.g., inter-agency partnerships, certified trainers, auxiliary services, suitable criteria for participation, program materials, etc.) required or necessary for the intervention can be mobilized in the local setting.

Documentation of effectiveness can take the form of research or literature review, or reference to reviews of program effectiveness conducted by policy shops, some of which are listed below. Descriptions of local needs and agency capacities, in light of the factors that supported an intervention elsewhere, can be applied to an assessment of relevance.

2. The applicant must also describe how they will track operations to assess whether an intervention is being carried out as intended. This task is often referred to as a *process* evaluation; *formative* evaluation is a related term also found in the literature. (See "Local Evaluation Plan" within the Data Collection, Reporting and Evaluation Requirements section, page 12).
3. Finally, the applicant must address their plans for outcome evaluation, i.e., how they will assess what happened as a result of the intervention and whether it produced its intended benefits. (See "Final Local Evaluation" within the Data Collection, Reporting and Evaluation Requirements section, page 13).

---

<sup>3</sup> For purposes of this section, the term "intervention" includes both programs and/or strategies.

## EBP Informational Resources

The list of websites provided below may be useful to applicants in the proposal development process. This is not an exhaustive list; it is offered as an informational resource only.

- Board of State and Community Corrections  
[http://www.bscc.ca.gov/s\\_evidence-basedpractices\(ebp\).php](http://www.bscc.ca.gov/s_evidence-basedpractices(ebp).php)
- Office of Justice Programs  
<http://www.CrimeSolutions.gov>
- Blueprints for Violence Prevention  
<http://www.colorado.edu/cspv/blueprints/index.html>
- Substance Abuse and Mental Health Services Administration (SAMHSA)  
National Registry of Evidence-Based Programs and Practices  
<http://www.nrepp.samhsa.gov>
- Washington State Institute for Public Policy  
<http://www.wsipp.wa.gov/>
- Promising Practices Network  
<http://www.promisingpractices.net/>
- National Criminal Justice Reference Service (NCJRS)  
“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.” A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.  
<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>
- Find Youth Information  
<http://www.FindYouthInfo.gov/>
- National Reentry Resource Center  
<http://nationalreentryresourcecenter.org/>
- National Institute of Corrections  
<http://nicic.gov/Library/>
- California Institute for Behavioral Health Solutions  
<http://www.cimh.org/evidence-based-practices-0>
- Coalition for Evidence-Based Policy (“Top Tier”)  
<http://coalition4evidence.org/>
- National Criminal Justice Association  
<http://www.ncja.org/>
- Office of Juvenile Justice and Delinquency Prevention Model Program Guide  
<http://www.ojjdp.gov/mpg/>
- Peabody Research Institute, Vanderbilt University, Director Mark Lipsey  
<http://peabody.vanderbilt.edu/research/pri/publications.php>
- Association for the Advancement of Evidence-Based Practice  
“Implementing Proven Programs for Juvenile Offenders: Assessing States’ Progress.” A report prepared by Peter Greenwood, Ph.D., 2011.  
<http://www.advancingebp.org/wp-content/uploads/2012/01/AEBP-assessment.pdf>

## DATA COLLECTION, REPORTING AND EVALUATION REQUIREMENTS

Cal-DOJ is required to submit the following reports to the BSCC:

- (1) **Cal-DOJ Evaluation Plan**, due on or before March 31, 2020;
- (2) **Quarterly Progress Reports**, by the due dates listed in grant agreement
- (3) **Final Cal-DOJ Evaluation Report** due by March 31, 2022.

### Required Set-Aside for Evaluation Efforts

The applicant is required to set aside at least five (5) percent (or \$25,000, whichever is greater) of the total grant award for data collection and evaluation efforts, to include the development of the Cal-DOJ Evaluation Plan and Final Cal-DOJ Evaluation Report.

### Cal-DOJ Evaluation Plan

The purpose of the Cal-DOJ Evaluation Plan is to ensure that programs funded by the BSCC can be evaluated. The applicant will be expected to submit a detailed description of how the applicant will assess the effectiveness of the proposed program, including all individual project components. The Cal-DOJ Evaluation Plan can be submitted in either a narrative or bulleted format. The Plan should describe the research design that will be used to evaluate the effectiveness of the project component(s), with the project goals (i.e. the expected benefits to participants or the community) and the project objectives (i.e. specific measurable accomplishments intended to advance project goals) clearly stated.

In addition, the applicant should address two components: the process evaluation and the outcome evaluation, outlined in more detail below:

- a) **Process Evaluation:** The purpose of the process evaluation is to identify how the program activities will be carried out. A process evaluation should describe the types of data that will be collected and typically includes, but is not limited to, such measures as:
  - Estimated number of participants in each component of the planned program.
  - A plan for tracking participants' progress in the program(s); e.g. start dates, attendance logs, dropouts, successful completions, etc.
  - A plan to document the services provided to each participant.
  - A plan to document the activities performed by staff who conducted the program.

Since each JAG project is unique in its approach and the intended results may vary, not all measures in the process evaluation, as stated above, may apply. For example, if an applicant plans to use a portion of the JAG funds towards Information System upgrades, a different set of measures may be used to explain how the program activities will be carried out.

- b) **Outcome Evaluation:** The purpose of the outcome evaluation is to identify how the applicant will determine if the program "worked" in terms of achieving the goals set for the program. The outcome evaluation should list the outcome measures that will be tracked and describe the method by which the impact of the program on the outcome measures will be determined.

## Quarterly Progress Reports

The purpose of a Quarterly Progress Report is to provide BSCC with an update on the process evaluation, as stated in the Cal-DOJ Evaluation Plan. Grantees must have the ability to collect the specified program activity data (e.g. number of participants, events, etc.) and report it to the BSCC on quarterly progress reports during the term of the grant performance period. The progress report forms, and instructions will be available to grantees on the BSCC's website. Progress Reports will be due no later than 15 days following the end of each quarter.

## Final Cal-DOJ Evaluation Report

The purpose of the Final Cal-DOJ Evaluation Report is to determine whether or not the overall program (including each project component) was effective in meeting the goals laid out in the Cal-DOJ Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been documented in the previously submitted Cal-DOJ Evaluation Plan.

The Final Cal-DOJ Evaluation Report must also describe the research design, as laid out in the Cal-DOJ Evaluation Plan. Most importantly, the Final Cal-DOJ Evaluation Report will describe the final outcomes of the program (for each individual project component), including a determination of the degree of effectiveness and/or ineffectiveness. For example, if the goal of a program was to reduce gang-related crime in a specific area, an applicant should specify the following:

- a) A strategy for determining whether or not incidents of gang-related crime were fewer at the end of the program as compared to before it began.
- b) A rationale for inferring that the reduction in gang-related crime was directly related to the program and not to other factors unrelated to the program.

## GUIDING PRINCIPLES FOR ALL GRANT PROGRAMS

*The following information is provided to all prospective BSCC grantees. The applicant is not required to address this section within its JAG proposal but should spend time in consideration of how this information may impact grant activities.*

### Reducing Racial and Ethnic Disparity

Research shows that youth of color are significantly overrepresented in the juvenile justice system in California. In 2011, Black youth were four times as likely to be arrested as White youth, nearly seven times more likely to be securely detained, and six times as likely to be committed to a correctional facility. Latino youth are nearly twice as likely to be arrested and securely detained and almost three times as likely to be committed to a correctional facility. These disparities are the result of numerous interrelated factors; some of which exist within the structures of the current juvenile justice system, and some of which are influenced by unconscious biases. Whatever the cause, BSCC believes that the overrepresentation of people of color in the criminal justice system can be addressed through meaningful dialogue, increased awareness, evaluation feedback and policy reforms intended to reduce structural inequality.



To that end, California is committed as a state to examining service delivery within the criminal justice system for perceived inequities and actual disparities that might exist at the state and local level. In fact, California is required to demonstrate a good faith effort to address the federal initiative known as *Reducing Racial and Ethnic Disparity* (formerly Disproportionate Minority Contact, or DMC), which refers to the disproportionate rate at which youth of color come into contact with the juvenile justice system (at all points, from arrest through confinement), relative to their numbers in the general population. In an effort to comply with this requirement, the BSCC has undertaken a number of activities to ensure that California addresses this concern, to include trainings, access to and support of structured decision-making tools, and funding opportunities.

JAG recipients will be invited to attend a one day Reducing Racial and Ethnic Disparity (R.E.D.) training for project directors and other interested staff which will be provided during the grant term. The Consortium for Police Leadership in Equity states, “equity is important because it shapes legitimacy within the community.” In preparation for this training, we have included questions below that you may want to consider in relation to equity within your proposed program. These questions focus on the primary domain of Community, in which equity issues can be most significantly impacted and responded to, and which will be the focus of the training offered by the BSCC, in support of grantee success.

- *How are you measuring your effectiveness with underserved communities?*
- *How does your organization deal with issues of linguistic diversity?*
- *What is the nature of your organization’s relationship to the community relative to the proposed program?*
- *Does the proposed program reflect the specific needs of the diverse communities served?*

JAG funding may be used to reimburse agencies for travel related expenditures such as mileage, meals, lodging if required, and other per diem costs. Applicants should include these costs in the budget section of their application. Registration information regarding the date, time and location of the regional trainings will be sent to all project directors.

Additional information about R.E.D. can be found on the BSCC’s website at [www.bscc.ca.gov](http://www.bscc.ca.gov) or applicants may contact California’s R.E.D. Coordinator, Tim Polasik, at (916) 621-2853 or [Tim.Polasik@bscc.ca.gov](mailto:Tim.Polasik@bscc.ca.gov).

## JAG APPLICATION CHECKLIST

The completed Application packet must contain the following documents.

<b>Required Application Sections</b>	✓
JAG Application Checklist – <i>signed by Applicant</i>	
Section I:       Applicant Information Form <i>Must have original, authorized signature in blue ink</i>	
Sections II-VIII: Proposal Narrative <i>Must be double-spaced, cannot exceed 20 pages</i>	
Section IX:       Proposal Budget Part A: Budget Line-Items (one for each of the three years) Part B: Budget Line-Item Detail (i.e. Budget Narrative)	
<b>Required Attachments</b>	✓
• Appendix A: Three-Year JAG Strategy	
• Appendix B: JAG Steering Committee Member Roster	
• Appendix C: Letters of Agreement for JAG Steering Committee Members and Other Partners Listed on the Grant	
• Appendix D: Draft Operational Agreements for Partners Receiving Grant Funds	
• Appendix E: List of Other Grant Funding Sources	
• Appendix F : Certification of Compliance with BSCC Policies Requiring Debarment, Fraud, Theft and Embezzlement	

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**

X \_\_\_\_\_  
*Applicant Authorized Signature (see Applicant Information Form)*

## APPLICATION INSTRUCTIONS

### **SECTION I: How to complete the Applicant Information Form (on next page)**

- 1.1. State Applicant Agency:** Complete the required information (including federal identification number) for the applicant.
- 1.2. JAG Program Title:** List the title of the overall program.
- 1.3. JAG Program Purpose Areas:** Of the three eligible Program Purpose Areas, list with one(s) were selected.
- 1.4. Amount of Funds Requested:** List only the amount of grant funds requested
- 1.5. Summary of Proposal:** Provide a brief description (3-5 sentences) of the overall JAG program, to be supported by the grant funds requested. Note: This information may be posted to the BSCC's website for informational purposes.
- 1.6. Day-to-Day Contact Person:** Provide the required information for the individual with whom BSCC staff will work on a daily basis during the grant period.
- 1.7. Designated Financial Officer:** Provide the required information for the individual who will approve invoices and be responsible for the overall fiscal management of the grant. Reimbursement checks are mailed to the Designated Financial Officer. Please be sure to include the payment mailing address.
- 1.8. Applicant Agreement:** The person signing here must be authorized by the applicant agency to enter into grant award agreement on behalf of the applicant.

### **SECTIONS II – VII: Proposal Narrative**

Sections II through VII make up the Proposal Narrative. The Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative may be single or double spaced but should not exceed **20 pages** in length.

Note: These 20 pages do not include the "Applicant Information" form (Section I), the "Proposal Budget" (Section IX), or other required attachments (see Appendices).

### **SECTION VIII: Proposal Budget**

Section VIII, Parts A and B, make up the Proposal Budget. The Cal-DOJ is to complete one annual budget for each of the three years. The Cal-DOJ shall calculate the budgets for years two and three based on the 2017 award amount. Annual updates to this application: for years two and three, the Cal-DOJ shall submit updated budgets as needed based on actual 2018 and 2019 federal award amounts. Please see instructions beginning on page 22.

Board of State and Community Corrections  
**Edward Byrne Memorial Justice Assistance Grant Program (CFDA #16.738)**

**SECTION I: APPLICANT INFORMATION FORM**

**1.1. STATE AGENCY APPLICANT**

STATE AGENCY		NAME AND TITLE OF DEPARTMENT AGENCY HEAD			
FEDERAL EMPLOYER ID		DATA UNIVERSAL NUMBERS SYSTEM (DUNS)			
NAME AND TITLE OF PROJECT DIRECTOR			TELEPHONE NUMBER		
STREET ADDRESS	CITY	STATE	ZIP CODE	FAX NUMBER	
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	E-MAIL ADDRESS	

<b>1.2. PROJECT TITLE</b>	<b>1.3. JAG PROGRAM PURPOSE AREA(S)</b>	<b>1.4. AMOUNT OF FUNDS REQUESTED</b>
		\$ (FY 2018 only)

**1.5. SUMMARY OF PROPOSAL**

**1.6. DAY-TO-DAY CONTACT PERSON**

NAME AND TITLE		TELEPHONE NUMBER			
STREET ADDRESS		FAX NUMBER			
CITY	STATE	ZIP CODE	E-MAIL ADDRESS		

**1.7. DESIGNATED FINANCIAL OFFICER**

NAME AND TITLE		TELEPHONE NUMBER			
STREET ADDRESS	CITY	STATE	ZIP CODE	FAX NUMBER	
PAYMENT MAILING ADDRESS (if	CITY	STATE	ZIP CODE	E-MAIL ADDRESS	

**1.8. APPLICANT AGREEMENT**

By signing this application, I certify that I am vested by the Applicant agency with the authority to enter into contract with the BSCC. I certify that all funds received pursuant to this Grant Agreement will be spent exclusively on the purposes specified in this Application. I further assure that the Applicant will administer the grant program in accordance with the Grant Agreement as well as any and all applicable state and federal laws, audit requirements, and state and/or federal program guidelines.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)	
APPLICANT'S SIGNATURE (blue ink only)	DATE

## SECTION II: PROJECT NEED

### Address the following in narrative form:

- 2.1. Demonstrate a clear and convincing project need.
- 2.2. Demonstrate the need(s) is related to any or all of the three priority Program Purpose Areas and corresponding Priority Need Areas.
- 2.3. Demonstrate a compelling justification for the grant funds.
- 2.4. Demonstrate the relationship between need(s) and grant goals with supporting local data.
- 2.5. Demonstrate why current need is not met with existing resources.

## SECTION III: PROJECT DESCRIPTION, GOALS AND OBJECTIVES

### Address the following in narrative form:

- 3.1. Describe the 3-year project strategy in narrative form. In addition, complete “Three-Year JAG Strategy” (see Appendix A).
- 3.2. Describe how the proposed project will address the needs described in the Project Need Section.
- 3.3. Describe how the proposed project links to one or more of the three priority JAG Program Purpose Areas and corresponding Priority Areas of Need.
- 3.4. List project partners that will provide services (agencies, contractors, stakeholders, private and/or public), include a description of the services to be provided; the partners' credentials; involved personnel; justification for choice; and the value the partners add to the proposed project.
- 3.5. List the project goals and measurable objectives that will be implemented to achieve goals (include baseline data to help determine goals and objectives).
- 3.6. Describe staff allocations and assignments for the separate project components.
- 3.7. Define the target population (e.g., gender, age, offense history, criminogenic factors) including why and how it was selected.
- 3.8. Describe the process for determining which services a participant will receive (if applicable).
- 3.9. Provide a timeline of major project activities for the entire project period that is reasonable given the nature and scope of the project.
- 3.10. Describe management structure and decision-making process for the project.
- 3.11. Describe management's approach to ensuring program components are being monitored, assessed and adjusted as necessary.
- 3.12. Provide documentation of the organization's readiness to start project(s) within 60 days of award.

## SECTION IV: COLLABORATION

Address the following in narrative form (see RFP, page 6, *Stakeholder Collaboration*):

- 4.1. Provide a roster for the JAG Steering Committee, to include names, titles and organizational affiliations. Include a Letter of Agreement for each member.
- 4.2. Describe the process used to identify, recruit and engage steering committee members.
- 4.3. Describe each member selected for the JAG Steering Committee, including their experience and expertise as related to the Project Need.
- 4.4. Demonstrate that there is full and balanced representation from both traditional and non-traditional stakeholder groups as related to the Project Need.
- 4.5. Describe prior working relationships with members, if any.
- 4.6. Describe process used to identify the problem area(s) and develop the strategy.
- 4.7. Describe how full participation and voting rights were ensured for all members throughout the process.
- 4.8. Describe the applicant's history of collaboration, if any.
- 4.9. Steps to establish and maintain collaboration as it relates to supporting this proposed project.
- 4.10. Describe the steering committee's ongoing role throughout the project.

## SECTION V: EVIDENCE-BASED, PROMISING AND INNOVATIVE STRATEGIES

Address the following in narrative form (see RFP, *Evidence-Based, Promising and Innovative Strategies*, page 8-12):

- 5.1. Describe the intervention(s) being proposed for implementation, including whether the intervention is evidence-based, innovative or promising (according to the definitions provided on pages 9-11).
- 5.2. Discuss any evidence (e.g., research, outcome evaluations, etc.) or support (for “promising” or “innovative”) that indicates the proposed intervention or one or more of its components have been effective elsewhere.
- 5.3. Discuss how the outcomes achieved elsewhere support using the proposed practice(s) in the applicant’s jurisdiction to achieve the goals and objectives described in the proposal.
- 5.4. Describe the population(s) for which each intervention has been shown to be effective; show that the intervention is appropriate for the proposed target population.
- 5.5. Describe what has been done to ensure that the support factors required or necessary for the intervention can be mobilized in the local setting.

## SECTION VI: DATA COLLECTION AND EVALUATION

Address the following in narrative form (see RFP, page 12, *Data Collection, Reporting and Evaluation Requirements*):

### Cal-DOJ Evaluation Plan

- 6.1. Clearly state the program goals (i.e. the expected benefits to the participants and or the community).
- 6.2. Clearly state the program objectives (i.e. specific measurable accomplishments intended to advance program goals).
- 6.3. Provide a detailed plan for assessing the effectiveness of the overall JAG Strategy, including all individual program components.
- 6.4. Describe the research design that will be used to complete the evaluation.

### Process Evaluation

- 6.5. Provide the estimated number of participants in each individual program component.
- 6.6. Describe the plan for tracking participants in terms of progress in the program, for example start dates, attendance logs, dropouts, successful completions, etc.
- 6.7. Describe the plan to document the services provided to each participant.
- 6.8. Describe the plan to document the activities performed by staff who conducted the program.

### Outcome Evaluation

- 6.9. Identify method of determining if the program "worked" in terms of achieving the program set goals.
- 6.10. List outcome variables that will be tracked.
- 6.11. List the outcomes that will be tracked.
- 6.12. List criteria for determining participant success/failure in the project.

## SECTION VII: CAPABILITY AND QUALIFICATIONS TO PROVIDE SERVICES

Address the following in narrative form:

- 7.1. Describe applicant's ability to conduct the proposed project(s).
- 7.2. Describe applicant's/partners' experience and capability to conduct the project(s).
- 7.3. Describe the experience and qualifications of key project staff to provide and manage services.

## SECTION VIII: PROPOSAL BUDGET - (Cost effectiveness and budget review)

Project costs must be directly related to the objectives and activities of the project. The budget section must cover the entire three-year grant period (recognizing that the budgets for years two and three will be estimates, subject to change based on unforeseen developments and available federal grant funds).

**The following items should be addressed by the Applicant in Parts A and B below):**

- 8.1. Provide a description of the factors considered and the reasons behind the budget allocations and the extent to which this budget will allow the applicant to achieve its stated goals.
- 8.2. List the cost per each project component(s).
- 8.3. List each staff person assigned to the program, including title, responsibilities and percentage of time allocated to program.
- 8.4. Provide the number of individuals that will receive services, if applicable.
- 8.5. List the cost per participant in the project(s) (per capita), if applicable.
- 8.6. Provide the direct and indirect costs.
- 8.7. Describe the project's cost effectiveness.
- 8.8. Provide complete and detailed budget information in each section.
- 8.9. Letters of Agreement are included for partners providing in-kind services; draft Operational Agreements are included for all contracted (paid) service providers.

### **A. Budget Line Item Totals**

Complete the following table for the grant funds being requested. Complete one table for each of the three years. Report amounts in whole dollars. While recognizing that agencies may use different line items in the budget process, these are the categories used by the BSCC on its invoices. Please check your calculations as figures in the table to not auto-calculate.

All funds shall be used consistent with the requirements of the BSCC Grant Administration Guide, found under Quick Links on the Corrections Planning and Grant Programs home page: [http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)



### Year-1 Budget

Line Item	Grant Funds
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services (Sub-Contractors/Consultants)	\$
4. Community-Based Organization (CBO) Contracts	\$
5. Data Collection, Reporting and Evaluation Efforts	\$
6. <i>(5) five percent or \$25,000, whichever is greater</i>	\$
7. Fixed Assets/Equipment	\$
8. Other (Including Training, Travel, etc.)	\$
<b>TOTAL</b>	<b>\$</b>

### Year-2 Budget

Line Item	Grant Funds
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services (Sub-Contractors/Consultants)	\$
4. Community-Based Organization (CBO) Contracts	\$
5. Data Collection, Reporting and Evaluation Efforts	\$
6. <i>(5) five percent or \$25,000, whichever is greater</i>	\$
7. Fixed Assets/Equipment	\$
8. Other (Including Training, Travel, etc.)	\$
<b>TOTAL</b>	<b>\$</b>

### Year-3 Budget

Line Item	Grant Funds
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services (Sub-Contractors/Consultants)	\$
4. Community-Based Organization (CBO) Contracts	\$
5. Data Collection, Reporting and Evaluation Efforts	\$
6. <i>(5) five percent or \$25,000, whichever is greater</i>	\$
7. Fixed Assets/Equipment	\$
8. Other (Including Training, Travel, etc.)	\$
<b>TOTAL</b>	<b>\$</b>

## **B. Budget Line Item Detail (i.e. Budget Narrative)**

Provide a narrative detail in each category below to sufficiently explain how the requested grant funds and local match will be used (based on the budget tables submitted). Match funds may be expended in any line item and must be identified in their respective cash or in-kind dollar amounts.

The 'other' category funds should be budgeted for travel purposes for one mandatory grantee briefing meeting (*to be held in Sacramento, date TBA*) as well as any other travel. Please note that out-of-state travel must be approved by BSCC.

The Budget Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative may be single or double-spaced but should not total more than **5 pages** in length.

1. **SALARIES AND BENEFITS:** Provide the number of staff and percentage of time, classification/title, hourly rates of all project staff and benefits.
2. **SERVICES AND SUPPLIES:** (e.g., office supplies, training costs; itemize the services/supplies)
3. **PROFESSIONAL SERVICES:** (e.g., contracts with expert consultants or other governmental entities).
4. **COMMUNITY-BASED ORGANIZATION (CBO) CONTRACTS:** Provide name of CBO(s), itemize nature of services that will be received and show funds allocated. Show hours and billing rates of all CBO staff.
5. **DATA COLLECTION, REPORTING AND EVALUATION EFFORTS:** Applicant must set aside at least (5) five percent or \$25,000, whichever is greater, of the total grant award for data collection and evaluation efforts, to include the development of the Cal-DOJ Evaluation Plan and Final Cal-DOJ Evaluation Report.
6. **FIXED ASSETS/EQUIPMENT:** (e.g., computers, and other office equipment necessary to perform project activities)
7. **OTHER:** (e.g., travel and training expenses)

## APPENDIX A: THREE-YEAR JAG STRATEGY

**Instructions:** This form is a required attachment to the JAG Proposal. It is intended to serve as a supplement to the Proposal Narrative, providing an at-a-glance summary of the overall program strategy. BSCC staff will use this form when conducting site visits and in compiling information for reports. The grantee may be asked to use it as a part of the quarterly progress report. To complete the form: Select a JAG Program Purpose Area (PPA) from the drop-down box. For each PPA selected, select a corresponding Priority Need Area from the drop-down box. In the table, list each unique project component or activity planned to address that Priority Need Area. Also list the agency responsible for implementation, the expected outcome(s), how progress will be tracked (i.e. methodology for data collection), and timeline information (e.g., expected date of implementation, benchmarks for data collection, etc.).

### California Department of Justice: JAG Strategy - Year One

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**California Department of Justice: JAG Strategy - Year Two**

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**California Department of Justice: JAG Strategy - Year Three**

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**APPENDIX B: JAG STEERING COMMITTEE ROSTER**

**JAG Steering Committee – California Department of Justice**

Name	Title	Agency/Organization	Phone Number	Email Address

## APPENDIX C: SAMPLE LETTER OF AGREEMENT

*\*Sample only\**

*To be used for agencies/organizations listed as members of the JAG Steering Committee and/or that will provide in-kind services via partnership (no funds exchanged)*

Date

[Partners Name]  
[Partners Address]

[Recipients Name]  
[City of]  
[Address]

Dear [City Official]

This letter is letter of agreement between [Partners Name] and [Applicant] that explains the support and services provided for the proposed JAG project, including (membership on the JAG Steering Committee, a partnership to include..., etc.).

[Explain JAG Steering Committee membership, services or support, dates, timelines, etc.],

Regards,

Signature

**APPENDIX D: SAMPLE OPERATIONAL AGREEMENT**

*\*Sample only\**

*To be used for subcontractors, consultants and/or community-based organizations identified in the budget pages (funds exchanged)*

*Draft only – signatures not required at time of proposal submission*

This Operational Agreement stands as evidence that the **(Applicant Agency)** and the **(Partner Agency)** intend to work together toward the goals outlined in the JAG Three-Year Strategy. Both agencies believe that implementation of the **(Name of JAG Program)**, as described within this application, will further these goals. Each agency agrees to participate in the JAG Program, if selected for funding, as outlined herein.

The **(Applicant Agency)** project will closely coordinate JAG services and activities with the **(Partner Agency)** through:

- Project staff being readily available to **(Partner Agency)** for service provision through describe arrangements with the Agency.
- Regularly scheduled meetings (how often) between (persons/positions) to discuss strategies, timetables and implementation of mandated services. Specifically:
  - (List specific activities that will be undertaken between the two agencies or other specifics of the agreement.)
  - xxx
  - xxx
- Effective grant performance period dates.
- Amount of JAG state funds designated to the Partner Agency.

We the undersigned, as authorized representatives of **(Applicant Agency)** and **(Partner Agency)** do hereby approve this document.

\_\_\_\_\_  
*Name and Title*  
*Agency Name*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Name and Title*  
*Agency Name*

\_\_\_\_\_  
Date



**APPENDIX E: LIST OF OTHER GRANT FUNDING SOURCES**

Please complete this form, listing all other criminal justice grant funds (state and/or federal) that the applicant agency will receive during the 2019 calendar year.

State or Federal Administering Agency	Name of Grant Program	Funding Amount	Brief Project Description

DRAFT

**APPENDIX F: CERTIFICATION OF COMPLIANCE WITH BSCC POLICIES REGARDING DEBARMENT, FRAUD, THEFT AND EMBEZZLEMENT**

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

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

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

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

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

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

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

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

# APPENDIX G: Sample Grant Agreement, General Terms, and Federal Special Conditions

STATE OF CALIFORNIA - STANDARD AGREEMENT  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER  
**BSCC xxx-xx**

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

STATE AGENCY'S NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME

2. The term of this Agreement is: **TBD through March 31, 2022**

3. The maximum amount of this Agreement is: **\$**

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

Exhibit A: Scope of Work	4 pages
Exhibit B: Budget Detail and Payment Provisions	3 pages
Exhibit C: GIA 610 General Terms and Conditions (Interagency Agreements)	1 page
Exhibit D: Special Terms and Conditions	4 pages
Exhibit E: 2017 JAG Federal Award Special Conditions	8 pages
Attachment 1: 2018 Cal-DOJ JAG Request for Application*	
Attachment 2: Cal-DOJ JAG Application for Funding, including Appendices A-F	xx pages
Appendix G: Criteria for Non-Governmental Entities Receiving JAG Funds	2 pages

*\*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: [www.bscc.ca.gov](http://www.bscc.ca.gov)*

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

### CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

### STATE OF CALIFORNIA

AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**MARY JOLLS, Deputy Director**

ADDRESS

2590 Venture Oaks Way, Suite 200  
 Sacramento CA 95833

*California Department of General  
 Services Use Only*

Exempt per: **SCM 1, 4.06**

**EXHIBIT A  
SCOPE OF WORK**

**1. GRANT AGREEMENT – EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and the California Department of Justice hereafter referred to as the Cal-DOJ, Grantee, or Contractor.

**2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S. Code §3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The JAG Program in California supports three Program Purpose Areas designated by federal statute: 1) Law enforcement programs, 2) Courts, prosecution and defense programs, including indigent defense, and 3) Prevention and education programs.
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2018 Cal-DOJ JAG Request for Application (incorporated by reference) and Attachment 2: Cal-DOJ JAG Application for Funding, which is attached and hereto 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 in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name:  
Title:  
Address:  
Phone:

**Designated Financial Officer** authorized to receive warrants:

Name:  
Title:  
Address:  
Phone:  
Fax:  
Email:

- C. Either party may change its project representatives upon written notice to the other party.

**EXHIBIT A  
SCOPE OF WORK**

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

**4. DATA COLLECTION**

Grantees will be required to comply with all of the data collection and reporting requirements as described in the Attachment 1: 2018 Cal-DOJ JAG Request for Application and Exhibit E: 2017 JAG Federal Special Conditions.

**5. PROGRESS REPORTS AND EVALUATIONS**

A. Grantee will submit quarterly progress reports, including results for the Federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

<b>Progress Report Periods</b>	<b>Due Date</b>
1) TBD through September 30, 2019	October 15, 2019
2) October 1 through December 31, 2019	January 15, 2020
3) January 1 through March 31, 2020	April 15, 2020
4) April 1 through June 30, 2020	July 15, 2020
5) July 1 through September 30, 2020	October 15, 2020
6) October 1 through December 31, 2020	January 15, 2021
7) January 1 through March 31, 2021	April 15, 2021
8) April 1 through June 30, 2021	July 15, 2021
9) July 1 through September 30, 2021	October 15, 2021
10) October 1 through December 31, 2021	January 15, 2022
<b>Cal-DOJ Evaluation Plan</b>	October 31, 2019
<b>Final Cal-DOJ Evaluation Report</b>	March 31, 2022

B. Grantees shall submit all other reports and data as required by the BSCC.

**6. PROJECT RECORDS**

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).

**EXHIBIT A**  
**SCOPE OF WORK**

- 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.

**7. CONFLICT OF INTEREST**

- A. Existing law prohibits any applicant entity, sub-grantee, partner or like party who participated on the JAG Steering Committee (See Appendix B) from receiving funds from the grant for which the ESC was established. Government Code 1090 prohibits participation of financially interested individuals in the ESC process. A person who is "financially interested" includes employees of any governmental, nongovernmental entity or service provider that might receive funding through the applicable grant project. Additionally, a member could be "financially interested" if he or she serves with an organization that might make a contribution to the applicable grant project.
- B. These conflict of interest rules do not apply to public employees that served on the ESC tasked with developing and scoring the Requests for Proposals for Edward Byrne Memorial Justice Assistance Grant funding. Employees of governmental entities are deemed not to have a financial interest in this program. (See Pen. Code, § 6025.1, subd. (a).)
- C. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

**8. AUDIT**

Grantee must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the Grantee will submit a City/County Single Federal Audit Report as required by § 200.501 of Title 2 of the

**EXHIBIT A  
SCOPE OF WORK**

Code of Federal Regulations. The Audit Report must be submitted to the BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

**OR**

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 120 days from the end of the grant period.

**OR**

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend \$750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

**9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)**

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**10. INVOICING AND PAYMENTS**

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

**Invoicing Periods**

**Invoice Due Date**

1) TBD through September 30, 2019	November 15, 2019
2) October 1 through December 31, 2019	February 15, 2020
3) January 1 through March 31, 2020	May 15, 2020
4) April 1 through June 30, 2020	August 15, 2020
5) July 1 through September 30, 2020	November 15, 2020
6) October 1 through December 31, 2020	February 15, 2021
7) January 1 through March 31, 2021	May 15, 2021
8) April 1 through June 30, 2021	August 15, 2021
9) July 1 through September 30, 2021	November 15, 2021
10) October 1 through December 31, 2021	February 15, 2022
11) January 1 through March 31, 2022*	May 15, 2022

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Cal-DOJ Evaluation Report) must be incurred by the end of the grant project period, December 31, 2021, and included on the invoice due February 15, 2022. Project expenditures and match dollars incurred after December 31, 2021 will not be reimbursed.
- C. The Final Cal-DOJ Evaluation Report is due to BSCC by March 31, 2022. Expenditures incurred solely for the completion of the Final Cal-DOJ Evaluation Report will be reimbursed for the close-out period of January 1, 2022 through March 31, 2022 and must be submitted on the last invoice, due May 15, 2022. All fiscal supporting documentation for the Final Cal-DOJ Evaluation Report expenditures must be submitted to the BSCC with this final invoice.
- D. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits

**11. 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 and the Federal Government on account of project costs that may exceed the sum of the grant award.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- 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.

**12. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this 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. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the U.S. Department of Justice, Office of Justice Programs. 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 funds.

**13. 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 most current version of the BSCC Grant Administration Guide, which can be found under Quick Links, here:

[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)

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 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.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

**14. 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.

**15. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

- 1) submittal and approval of the final invoice;
- 2) submittal and approval of the final progress report;
- 3) submittal and approval of any additional required reports; and
- 4) submittal and approval of the final audit of expenditures.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**16. PROJECT BUDGET**

LINE ITEM	GRANT FUNDS
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Community-Based Organization (CBO) Contracts	\$0
5. Data Collection, Reporting and Evaluation Efforts <i>(minimum 5-10% of grant funds over the three-year grant cycle)</i>	\$0
6. Fixed Assets/Equipment	\$0
7. Other <i>(including training, travel, etc.)</i>	\$0
<b>TOTAL</b>	<b>\$0</b>

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**GIA 610: GENERAL TERMS AND CONDITIONS (INTERAGENCY AGREEMENTS)**

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the California State Auditor, 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **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.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2018 Cal-DOJ JAG Request for Application and Attachment 2: Cal-DOJ JAG Application for Funding.
- 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 State 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. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the 2016 JAG Federal Award Special Conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2018 Cal-DOJ JAG Request for Application, Attachment 2: Cal-DOJ JAG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. 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 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

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

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 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 project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state 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 Department of General Services, the Department of Finance, the 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 project's final audit of expenditures. 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 project period.

**5. ACCOUNTING AND AUDIT REQUIREMENTS**

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

**A. Federal Single Audit Act**

If the Grantee expends \$750,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 requires non-federal entities that meet the expenditure criteria to have either a single or program-specific audit conducted for that expenditure year.

**B. Interim Audit**

The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. 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.

**C. Annual Audit**

- 1) Within 120 calendar days of this Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$750,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

**6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

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

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

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

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

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

**7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal, the JAG Year-Two Application for Funding, and the JAG Year-Three Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

**8. TERMINATION**

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:

- 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: 2018 Cal-DOJ JAG Request for Application, Attachment 2: Cal-DOJ JAG Application for Funding 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.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**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 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 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 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 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.

**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.



**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements as a condition to receive JAG funding. The 2017 JAG special conditions have not yet been released to the State of California but will be attached hereto prior to the execution of this grant agreement. The following 2016 JAG special conditions are attached as an example for reference only.

**1. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at:

<http://ojp.gov/funding/UniformGuidance.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**2. Compliance with DOJ Grants Financial Guide**

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

[http://ojp.gov/financialguide/DOJ/pdfs/2015\\_DOJ\\_FinancialGuide.pdf](http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf)

**3. Requirement to report potentially duplicative funding**

If the Grantee currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient will promptly notify, in writing, the grant manager for this OJP award.

**4. All subawards ("subgrants") must have specific federal authorization**

The Grantee acknowledges that the BSCC, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

5. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at:

<http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

**8. Requirement for data on performance and effectiveness under the award**

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

**9. OJP Training Guiding Principles**

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

**10. Effect of failure to address audit issues**

The Grantee acknowledges and agrees to comply with any request related to the following: the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the BSCC, if (as determined by the DOJ awarding agency) the BSCC does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**11. The Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.**

**12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgibin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**14. Restrictions on "lobbying"**

Federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a Grantee (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**15. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)**

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

**17. Restrictions and certifications regarding non-disclosure agreements and related matters**

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2) If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
  - a. it represents that--
    - (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**18. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances,

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**19. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**20. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Grantee acknowledges and agrees to comply with any request related to the BSCC requirements to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the Grantee understands that the BSCC must abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.**

**21. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.**

**22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.**

**23. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor its subrecipients' compliance with applicable federal civil rights laws. The BSCC has submitted written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at**

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

[CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov); the required elements of an MOA are set forth at [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm), under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

- 24.** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the BSCC to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).
- 25.** To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- 26.** The Grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- 27.** Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 28.** The Grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
- 29.** The Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

- 30.** Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 31.** The Grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Grantee agrees to contact BJA.

The Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- 32.** JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

- 33.** Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here:  
<http://www.nij.gov/topics/technology/body-armor/safetyinitiative.htm>.
- 34.** The Grantee agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- 35.** The Grantee agrees to monitor subcontracts under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subcontract. The Grantee is responsible for oversight of subcontractor spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subcontractors. The recipient agrees to submit to the BSCC, upon request, documentation of its policies and procedures for monitoring of subcontracts under this grant.
- 36.** Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here:  
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
- 37.** Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here:  
<https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
- 38.** The Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request,

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

the Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

- 39.** Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here:  
[https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
- 40.** Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
- 41.** Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

- 42.** BJA strongly encourages the Grantee to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed

**EXHIBIT E**  
**2017 JAG FEDERAL AWARD SPECIAL CONDITIONS**

and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. The Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
45. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of the BSCC's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**SAMPLE - APPENDIX G**  
**Criteria for Non-Governmental Organizations Receiving JAG Funds**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Request for Application includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any JAG funds. The RFA describes these requirements as follows:

Any non-governmental, community organization that receives JAG funds must:

- Have been duly organized, in existence, and in good standing as of May 9, 2018 non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to May 9, 2018 are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to [*Grant Agreement Start Date - TBD*].
- Be registered with the California Secretary of State’s Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

**Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the JAG RFA. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file. See next page for signature block.

**SAMPLE - APPENDIX G**  
**Criteria for Non-Governmental Organizations Receiving JAG Funds**

A signature below is an assurance that all requirements listed above have been met.

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

## APPENDIX H: KEY FEDERAL ASSURANCES

Applicable state and federal laws and guidelines will be covered in greater detail in subsequent contract language. For purposes of this application, the Applicant will agree to abide by the following federal laws and guidelines.

### Overview of Civil Rights Obligations

The Edward Byrne Memorial Justice Assistance Grant is a federal grant program, administered by the U.S. Department of Justice (DOJ). As such, it falls under the jurisdiction of the U.S. DOJ's Office of Civil Rights. The Board of State and Community Corrections (BSCC) is the State Administering Agency for JAG funding in the State of California. BSCC has the following civil rights obligations:

- BSCC must ensure compliance with applicable civil rights laws within the agency.
- BSCC must ensure compliance with applicable civil rights laws by all grantees ("sub-recipients"), vendors, and contractors.

#### Federally-protected classes include:

- Race
- Color
- National Origin
- Sex
- Religion
- Disability
- Age
- Sexual Orientation
- Gender Identity

#### Cross-cutting Federal civil rights laws:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Title II of the American With Disabilities Act of 1990
- The Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

### Additional JAG Sub-Recipient Certifications

- Formulation of an Equal Employment Opportunity Program (EEOP)
- Establishment of a Civil Rights Coordinator
- Development and Implementation of Formal Grievance Procedures

- Compliance with Section 504 of the Rehabilitation Act
- Compliance with Title II of the Americans with Disabilities Act (ADA)
- Compliance with Title IX of the Education Amendments
- Compliance with the Juvenile Justice and Delinquency Prevention Act

*Sub-recipients with 50 or more employees that receive \$25,000 or more in DOJ funding are required to:*

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures
- Provide Notice of Non-Discrimination Based on Disability

*Title II of the ADA requires that public entities with 50 or more employees that receive federal funding (regardless of the amount):*

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures

## APPENDIX I: DEFINITION OF TERMS

### **Collaboration**

The basic manner in which different and potentially competing agencies will work together to complete the grant application process. Counties must rely on the collaborative process – in the form of the JAG Steering Committee – to determine the distribution of how funding will be allocated between programs and strategy that serve one or more of the JAG priorities.

### **Steering Committee**

A working group of professional individuals from diverse disciplines who use critical thinking skills and compromise to work toward common goals.

### **Goal versus Objective**

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing long-term intended outcome of the program<sup>4</sup>.

Examples of goal statements<sup>4</sup>:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.

Objectives are defined by statements of specific, measurable aims of program activities<sup>5</sup>. Objectives detail the tasks that must be completed to achieve goals<sup>6</sup>. Descriptions of objectives in the proposals should include three elements<sup>4</sup>:

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

Examples of program objectives<sup>4</sup>:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
- By program completion, juvenile offenders will have carried out all of the terms of mediation agreements with their victims

### **Process Evaluation versus Outcome Evaluation**

---

<sup>4</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile justice program evaluation: An overview (2<sup>nd</sup> ed.)*. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

<sup>5</sup> New York State Division of Criminal Justice Services. *A guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

<sup>6</sup> National Center for Justice Planning. Overview of Strategic Planning. *Where do we want to be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.



### Process Evaluation<sup>4</sup>

The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: “What is the program actually doing and is this what we planned it to do?”

Examples of process measures include:

- the number of juveniles who received counseling services, which may be compared to the number expected to receive services;
- the average caseload per probation officer, which may be compared to the average caseload expected;
- the number of interagency agreements entered into by the program, which may be compared to the number planned.

### Outcome Evaluation<sup>4</sup>

The purpose of the outcome evaluation is to whether the program “worked” in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: “What results did the program produce?” Examples of outcome measures include:

- changes in the reading and math scores of juveniles who completed the program;
- changes in self-reported drug and alcohol use;
- the number of juveniles who have subsequent contacts with police after leaving the program.

In an evidence-based practice approach, outcome evaluations must include not only the measures but analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

<sup>4</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile justice program evaluation: An overview* (2<sup>nd</sup> ed.). Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.