



2019 Title II Tribal Youth Grant Program **REQUEST FOR PROPOSALS**

Eligible Applicants:
Federally Recognized Indian Tribes in California

Grant Period: December 1, 2019 to November 30, 2022

RFP Released: April 11, 2019

RFP Re-Released: June 14, 2019

Letters of Intent Due: ~~May 2, 2019~~ July 12, 2019

Proposals Due: ~~June 7, 2019~~ August 9, 2019



TABLE OF CONTENTS

PART I: GRANT INFORMATION	1
Grant Program Background.....	1
Contact Information	1
Proposal Due Date and Submission Instructions.....	2
Target Population	2
Title II 2018-2020 State Plan	2
Grant Program Description.....	3
Letter of Intent	3
Project Cycle and Funding Information.....	4
Bidder's Conferences	5
BSCC Executive Steering Committee Process.....	5
Overview of the RFP Process.....	6
General BSCC Grant Requirements.....	8
Federal Requirements	11
Promising, Data-Driven, and Innovative Approaches	11
Summary of Key Dates.....	13
PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS	14
Proposal Abstract	15
Instructions for Program Proposal Narrative and Program Budget.....	15
1. Program Need (Percent of Total Value: 25%).....	15
2. Program Description (Percent of Total Value: 30%).....	16
3. Program Goals and Objectives (Percent of Total Value: 30%).....	17
4. Program Budget (Percent of Total Value: 15%)	17
APPENDICES	19
Appendix A: Federally Recognized California Tribes.....	20
Appendix B: Juvenile Justice Delinquency Prevention Act of 2002*	27
Appendix C: Criteria for Non-Governmental Organizations	28
Appendix D: Glossary of Terms.....	30

Appendix E: SACJJDP Membership Roster	33
Appendix F: FY 2018-2019 Title II Grant Executive Steering Committee	35
Appendix G: Sample Grant Agreement	36
Appendix H: Sample Governing Board or Tribal Council Resolution	67
Appendix I: Sample Title II Tribal Youth Grant Program Progress Report	68
Appendix J: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement	72
Appendix K: Sample BSCC Comprehensive Monitoring Visit Tool.....	73
Appendix L: Evidence-Based Resources.....	74
PROPOSAL PACKAGE.....	76
Title II Grant Program Proposal Checklist.....	77
Applicant Information Form.....	78
Proposal Abstract	81
Proposal Narrative	82
1. Program Need (Percent of Total Value: 25%)	82
2. Program Description (Percent of Total Value: 30%).....	82
3. Program Goals and Objectives (Percent of Total Value: 30%).....	82
4. Program Budget (Percent of Total Value: 10%)	82
Title II Grant Program Work Plan.....	83

NOTICE: California Public Records Act

All documents submitted as a part of the Title II Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

DRAFT

PART I: GRANT INFORMATION

Grant Program Background

Background: The Juvenile Justice and Delinquency Prevention Act (JJDP) is the federal statute that establishes the Title II Formula Grant Program that supports states with delinquency prevention and intervention and the enhancement of the effectiveness and efficiency of the juvenile justice system. More specifically, it supports State and local efforts in planning, operating, and evaluating projects that seek to prevent at-risk youth from entering the juvenile justice system or intervene with first-time and non-serious offenders to provide services that maximize their chances of leading productive, successful lives. The federal Office of Juvenile Justice and Delinquency Prevention (OJJDP) administers the Title II Formula Grant program through an application and planning process, California receives annual Title II grant funding from the OJJDP. The BSCC must competitively award the majority of these funds to local governments consistent with the purpose and intent of the JJDP and California's Title II State Plan.

The State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP) developed California's Title II 2018-2020 State Plan and it was approved by the Board and submitted to OJJDP and subsequently approved. This grant program will fulfill the goals and objectives of the State Plan and JJDP requirements.

Funding Source: OJJDP.

Funding Amount: \$100,000 annually for Tribal Youth Programs

Grant Award Period: December 1, 2019 to November 30, 2022

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Title II Tribal Youth Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to: jj_grants@bscc.ca.gov

The BSCC will accept and respond to questions about this RFP until August 1, 2019. Frequent questions and answers (FAQs) concerning the BSCC's RFP process and the Title II Tribal Youth Grant Program application for funding will be posted on the BSCC website and updated periodically through August 9, 2019.

Proposal Due Date and Submission Instructions

Applicants must submit one original signed Proposal and one electronic copy of the original signed Proposal.

The signed Proposal must be received by the BSCC by **5:00 p.m. on August 9, 2019.**

1. Mail one original signed Proposal to the following address:

Board of State and Community Corrections
 Corrections Planning and Grant Programs Division
 2590 Venture Oaks Way, Suite 200
 Sacramento, CA 95833

Attn: Title II Tribal Youth Grant Program

2. Email one legible electronic copy of the signed Proposal to: jj_grants@bscc.ca.gov
 Acceptable formats include Microsoft Word, Microsoft Word Open XML Format Document, Portable Document Format (PDF) or Google Docs.

Note: While the BSCC expects both the original hard copy and electronic version to be received by the date and time listed above, the application will not automatically be disqualified so long as either the hard copy or electronic version is received by the due date and as long as both are received in a reasonable time and are identical.

If the BSCC does not receive either the original hard copy or the electronic version until after the due date and time, the proposal will not be considered, regardless of postmark date.

Target Population

The target population for the Title II Tribal Youth Grant Program are Native American juveniles that are under the age of 26.

Title II 2018-2020 State Plan

This Title II Grant Program intends to provide alternatives to detention, promote youth safety and well-being while in custody and identify and support successful and emerging reentry models. It intends that in-custody programs focus on rehabilitation and building individual strengths instead of punishment for past mistakes and deficits. It intends that California's disproportionate representation of youth of color in the juvenile justice system be addressed. Funded programs should be:

- Consistent with the Title II 2018-2020 State Plan
- Promising, data-driven, and innovative
- Include individualized case plans that are family-based
- Culturally responsive
- Locally relevant, and
- Offer measurable outcomes.

Grant Program Description

The purpose of this grant program is to address youth justice and delinquency prevention issues for American Indian tribes. Funded grant programs will use promising, data driven, and innovative approaches to deliver diversion programs and/or services to American Indian children.

Eligible Applicants

Federally recognized Indian tribes.¹

Applicants may submit only one (1) proposal for funding. All applications submitted under a regional efforts basis must meet the following criteria:

1. A single tribe from a regional application must be listed as the “lead” applicant; and
2. Every tribe involved in the regional proposal must submit a resolution from its Tribal Council indicating its support of the regional effort and identifying its roles and responsibilities relative to the grant.

All applicant tribes must submit Appendix C, Criteria for all Non-Governmental Organizations (NGO) receiving Title II Tribal Youth Grant Program Funds as part of the completed RFP package to document the compliance of any NGOs identified as partners in the proposal. All tribal grantees must submit updated Appendix C throughout the life of the grant agreement for any additional NGOs that may be awarded Title II Tribal Youth Grant Program funds through subcontracts after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC’s requirements.

NGOs include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: The criteria listed in Appendix C do not apply to government organizations (e.g. counties, cities, school districts, or Federally recognized Indian Tribes).

Letter of Intent

Applicants interested in applying for the Title II Tribal Youth Grant Program are asked, but not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

There is no formal template for the letter, but it should include the following information:

- Name of the Applicant Tribe,
- A brief statement indicating the Tribe’s intent to submit a Proposal, and
- Applicant representative’s name and contact information.

Failure to submit a Letter of Intent is not grounds for disqualification. Further, prospective Applicants that submit a Letter of Intent and decide later not to apply will not be penalized.

¹ See Appendix B.

Please submit your non-binding Letter of Intent by **July 12, 2019** via email or U.S. mail, using one of the following submission options:

Email Responses: jj_grants@bscc.ca.gov
(Subject line: Tribal Youth Grant Program Letter of Intent)

U.S. Mail Responses: Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Attn: Title II Tribal Youth Grant Program Letter of Intent

Project Cycle and Funding Information

Grant Period

Successful applicants will be funded for a three-year cycle with the first year of the grant cycle commencing on December 1, 2019 and the third year ending on November 30, 2022.

Funding Amount

A total of \$100,000 annually contingent on the availability of Federal funding. There is no minimum or maximum amount of funding for which any single applicant may apply. Rather it is incumbent upon each applicant to fully and completely explain and justify the requested amount. Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all three years of the grant cycle.

Match Requirement

The Title II Tribal Youth Grant Program does not require a match.

Pass-Through Requirement

The Title II Tribal Youth Grant Program does not require pass-through funding.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

Supplanting is strictly prohibited for all BSCC grants. BSCC grant funds shall be used to support new program activities or to augment existing funds which expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Bidder's Conferences

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. Details for the Bidders' Conference are listed below:

Title II Tribal Youth Grant Program Bidder's Conference

Thursday, June 27, 2019

10:00 a.m.

Board of State and Community Corrections

1st Floor Board Room

2590 Venture Oaks Way

Sacramento, CA 95833

Note: The Title II Tribal Youth Grant Program Bidders' Conference will be livestreamed at www.bscc.ca.gov.

BSCC Executive Steering Committee Process

Title II Tribal Youth Grant Program Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) to inform decision making related to the Board's programs. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks including the development of RFPs for grant funds. ESCs submit grant award recommendations to the BSCC Board and the Board then approves, rejects, or revises those recommendations. BSCC's ESCs are typically composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs - in breadth of experience, geography, and demographics. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings. SACJJDP serves as a standing ESC of the Board (see Appendix E)

SACJJDP established a Title II ESC for the purpose of this grant cycle. The Title II Tribal Youth Grant Program ESC includes subject matter experts on community engagement, prevention and intervention programs, mental/behavioral health, social services, law enforcement, including individuals who have been impacted by the justice and/or child welfare systems. A list of ESC members can be found in Appendix F.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Title II ESC or who is a member of SACJJDP from receiving funds awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for

reviewing the SACJJDP and Title II ESC membership rosters and ensuring that no grant dollars are passed through to any entity represented by any member of the SACJJDP or Title II ESC.

See Appendix E for the State Advisory Committee for Juvenile Justice and Delinquency Prevention Membership Roster and Appendix F for the Title II Grant ESC Roster or visit the website at: http://www.bscc.ca.gov/s_titleiigrant

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating the proposal has been received. The email will be sent to the individual who signed the application and the person listed as the Project Director.

Disqualification

The following will result in an automatic disqualification:

- The original hard copy or electronic version of the Proposal are not received by 5:00 p.m. on August 9, 2019.
- The applicant is not an eligible Federally recognized Native American Tribe (See Appendix A).

“Disqualification” means the proposal will not be scored and therefore, will not be considered for Title II Formula Grant Program funding.

Technical Compliance Review

It is the BSCC’s intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors or omissions. Therefore, during the week immediately following the proposal due date, BSCC staff will conduct a Technical Compliance Review - a review to determine whether a proposal is in compliance with all technical requirements. Applicants will have a limited opportunity to respond to deficiencies identified during the technical review process by making non-substantive changes that bring the proposal into technical compliance.

Rating Process

Once a proposal passes the Technical Compliance Review, it will advance to the Proposal Rating Process. The ESC will then read and rate each proposal in accordance with the prescribed rating factors listed in the table below. During the ESC rating period, the SACJJDP will also have a 30-day review period of each eligible application.

The ESC members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Sections. Following the Proposal Rating Process, the ESC will convene for a Final Rater Review meeting where they will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of the process, applicants will be notified of the ESC's funding recommendations. It is anticipated that SACJJDP will act on the ESC recommendation at its October 23, 2019 meeting and the BSCC Board will act on the SACJJDP recommendations at its meeting on November 14, 2019. Applicant agencies and partners are not to contact members of the ESC nor the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants will be asked to address each of these factors as a part of their proposal. The Title II Tribal Youth Grant Program ESC assigned a percent value to each of the Rating Factors, correlating to its importance (see Percent of Total Value column).

Title II Tribal Youth Grant Program Rating Factors and Scoring System

Rating Factors	Point Range	Percent of Total Value	Weighted RF Score
Program Need	1 - 5	25%	37.5
Program Description	1 - 5	30%	45.0
Program Goals and Objectives	1 - 5	30%	45.0
Program Budget	1 - 5	15%	22.5
Total Possible Weighted Score		100%	150

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 1-5, according to the Five-Point Rating Scale shown below. The points allocated to each rating factor are weighted according to the Percent of Total Value to arrive at the Weighted RF Score. The Weighted RF scores are summed to calculate the overall score for the application. The maximum possible score is 150.

Five-Point Rating Scale

Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

General BSCC Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix G for a sample contract (State of California: Contract and General Terms and Conditions).

The Grant Agreement start date is expected to be December 1, 2019. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution have the potentiality of not being reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board/Tribal Council Resolution

Applicants must submit a resolution from their governing board or tribal council addressing specified requirements as included in the sample Governing Board or Tribal Council Resolution, which can be found in Appendix H. Grant recipients must have a resolution on file before a fully executed grant agreement can be completed. A signed resolution is not required at the time of proposal submission, but applicants are advised that no disbursements or reimbursements will be made until the appropriate documentation has been received by the BSCC. Grantee resolutions must address all of the items as the sample in Appendix H but may be in a different format.

Audit Requirements

All grantees are required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Audit reports must be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier. A grantee that willfully fails to submit an audit as required may be deemed ineligible for future BSCC grant funds pending compliance with the audit requirements of this grant.

The Grantee must provide to the BSCC copies of reports generated from either:

- Annual City/County Single Audit (as submitted to the State Controller's Office), or
- Program-specific audit.

The audit reports must cover the entire grant period.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three years following the end of the grant period.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined later). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data

collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grant recipients may use Title II Tribal Youth Grant Program funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include anticipated travel costs in the budget section of the proposal under the "Other" category.

Disbursements

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Quarterly Progress Reports

Grant award recipients are required to submit quarterly progress reports to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees who are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent in accordance with the Grant Award Agreement could be subject to the withholding of funds. Once grants are awarded, BSCC will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website. See Appendix I for a sample progress report.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Tribes

Tribes must use the California State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

Non-Governmental Organizations (NGOs)

An NGO receiving BSCC funds as a subgrantee must use the California State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

Units of Government

Units of government receiving BSCC funds as a subgrantee may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district car pool, or garage may budget either the mileage rate established by the car pool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

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 disbursements or 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 (3) 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.

The 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 applicants must complete Appendix J certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Compliance Monitoring Visits

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives, and provide technical assistance as needed regarding fiscal, programmatic, evaluative, and administrative requirements. For your reference, a Sample Monitoring Visit Checklist is contained in Appendix K.

Federal Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved application, the grantees must comply with all grant award requirements, which include all applicable federal statutes, regulations, policies, guidelines and requirements, including all Title II Award Federal Conditions.

Refer to Exhibit E of the Sample Grant Agreement (Appendix G) to review the 2018 Title II Award Federal Conditions. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding

Notice Regarding Enjoined Immigration Enforcement Conditions: For FY 2018 Title II funding, OJJDP sought to impose conditions related to the enforcement of 8 U.S.C. § 1373 on Title II funding. In related federal grants litigation, a United States District Court for the Northern District of California entered an order enjoining the enforcement of 8 U.S.C. § 1373's statutory obligations against any California state entity or political subdivision. Please see:

<http://www.bscc.ca.gov/downloads/ECFNo.54-AmendedJudgmentandOrder.pdf>.

As such, grantees are **not** required to implement or agree to these conditions while the injunction remains in place. The BSCC will continue to provide updates on the status of this litigation and any changes to the applicability of the challenged grant conditions. These conditions can be found in Exhibit F of Appendix G.

Promising, Data-Driven, and Innovative Approaches

Whenever possible, BSCC encourages grantees to employ the core principles of evidence-based practice (EBP), which places an emphasis on achieving measurable outcomes, and making sure the services provided and the resources utilized are effective.

While grantees are encouraged to develop projects that incorporate the principles of evidence-based practice, BSCC also recognizes that services must be tailored to fit the needs of the communities they serve. Innovation and creativity are permitted but should be founded upon existing data and research on best practices in this field.

Applicants seeking funding through this grant process will be asked to demonstrate that services are linked to the implementation of practices and strategies supported by data.

The following information is offered to help applicants in understanding the BSCC's broad view of data-supported practices and decision-making:

Applicants seeking funding through this grant process are required to use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects.

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. For the purpose of this RFP, applicants should focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention, service, or strategy is likely to work, i.e., produce a desired benefit?** *For example, was the intervention, service, or strategy selected by the project used by another entity with documented positive results? Is there published research/information on the intervention the project has chosen to implement showing its effectiveness? Is the intervention or strategy being used by another entity with a similar problem and similar target population?*
2. **Once an intervention, service, or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** *For example, does this intervention, service, or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention, service, or strategy was implemented in another area, are there procedures in place to ensure the model is being closely followed (so the project is more likely to achieve similar desired outcomes)?*
3. **Is there a plan to collect data that will allow for an appraisal of whether the intervention, service, or strategy worked?** *For example, will the intervention, service, or strategy selected allow for the collection of data or other information so outcomes can be measured at the conclusion of the project? Are there or will there be processes in place to identify, collect, and analyze that data/information?*

Applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative data/information. While quantitative data/information is based on numbers and mathematical calculations, qualitative data/information is based on written or spoken narratives. The purpose of quantitative data/information is to explain, predict, and/or control events through focused collection of numerical data, while the purpose of qualitative data/information is to explain and gain insight and understanding of events through collection of narrative data/information.

Applicants may find it helpful to review the information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at:

www.samhsa.gov/ebpwebguide as well as in Appendix L of this RFP.

Summary of Key Dates

The following table shows a timeline of key dates related to the Title II Grant Program.

Activity	Tentative Date
Release Request for Proposals Solicitation	June 14, 2019
Bidders' Conference	June 27, 2019
Letter of Intent Due to the BSCC	July 12, 2019
Grant Proposal/Application Due to the BSCC No later than 5:00 p.m.	August 9, 2019
Technical Compliance Review (TCR)	August, 2019
Non-Substantive Changes Due	To Be Determined after TCR
Proposal Rating Process and Development of Funding Recommendations	September, 2019
SACJJDP Meeting for approval of Funding Recommendation to BSCC Board.	October 23, 2019
BSCC Board Meeting for Funding Approval	November 14, 2019
Grants Begin/Contracts Expected to Commence	December 1, 2019
Mandatory Grantee Orientation	To Be Determined (January 2020)

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal package to the BSCC. Submittal information is contained in Part I, page 1.

- Proposal Abstract
- Proposal Narrative Sections
 1. Project Need
 2. Project Description and Work Plan
 3. Program Goals and Objectives
 4. Program Budget

*****THE ENTIRE REQUEST FOR PROPOSALS PACKAGE FOR SUBMITTAL TO THE BSCC IS CONTAINED AT THE END OF THIS ENTIRE DOCUMENT.*****

Proposal Abstract

Instructions: Provide a brief summary of the proposed project. The Proposal Abstract must be submitted in Arial 12-point font with one-inch margins on all four sides. Narrative must be 1.5-line spaced and cannot exceed **1 page** in length. This section will not be included in the rating of the Proposal.

Instructions for Program Proposal Narrative and Program Budget

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **15 numbered pages** in length. For the Proposal Narrative, address each of the three (3) sections below. Each section should be titled according to its section header as provided (e.g., Program Need, Program Description, Program Goals and Objectives). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

The 15-page limitation for this section does not include the mandatory Cover Sheet, Proposal Checklist, Applicant Information Form, Project Abstract, Budget Table, Budget Narrative, or other required attachments (see Proposal Checklist).

It is up to the applicant to determine how best to use the total 15-page limit in addressing each section; however, as a guide, the percent of total point value for each section is listed within each header.

1. Program Need (Percent of Total Value: 25%)

Address the following in narrative form:

Rating Criteria for Program Need (scored on a scale of 1-5; weighted at 25%)	
1.1	Describe the need to be addressed including how the need relates to one or more of the Title II program purpose areas.
1.2	Identify the target population (e.g., gender, age, system involved, criminogenic factors, or other risk factors). Selection of the target population included, when appropriate: <ul style="list-style-type: none"> needs of underserved populations (e.g., disparities based on race, ethnicity, gender, LGBTQIA+, immigration status, socioeconomic status, abilities). relationship of that population to the purpose of the grant.
1.3	Describe current racial and ethnic disparities which demonstrate need.
1.4	Identify service gaps that contribute to the need (e.g., programs, accessibility, service area, geographic location).

1.5	Describe the process for receiving input, to determine the need of the community or impacted populations.
1.6	Provide relevant qualitative and/or quantitative data with citations in support of the need.

2. Program Description (Percent of Total Value: 30%)

Address the following in narrative form:

Rating Criteria for Program Description (scored on a scale of 1-5; weighted at 30%)	
2.1	<p>Services/interventions:</p> <ul style="list-style-type: none"> • Description of the proposed services/interventions of the program. Description should include: <ul style="list-style-type: none"> ○ how the services will address the need. ○ how the services will be delivered. ○ how trauma-informed care will be implemented. ○ how the program included key elements of one or more of the Title II program purpose areas. • Provide a rationale for the proposed program, which included a description of the relevant information to support the selection of the proposed program for the target population and the community (may include evidence-based, promising, community-defined, Gathering of Native Americans (GONA) principles, innovative, and/or data-driven practices).
2.2	Describe how the proposed services/interventions will address the racial and ethnic disparities identified in Program Need.
2.3	<p>Participants:</p> <ul style="list-style-type: none"> • The total number of individuals projected to be served in relation to the target population. • The plan for selecting individuals for the program who are representative of the target population (e.g., referral process). • The plan for selecting the services that will be received by participants (e.g., risk/needs assessment tools, referral process).
2.4	<p>Outreach:</p> <ul style="list-style-type: none"> • Community Engagement: Describe a plan for continued engagement with the community throughout the grant cycle. • Collaboration with partners (if applicable): <ul style="list-style-type: none"> ○ The appropriateness of the process to select program partners or potential partners (agencies, contractors, stakeholders, private and/or public). If partners are to be selected after the grant is awarded, then the process for selecting those has been appropriately specified. ○ Suitability of the services provided by the program partners or potential partners.

2.5	Describe the applicant agencies and partner's (if applicable) history and experience with providing similar programming or working with the target population. (If the applicant's partners are unknown, describe the criteria that partners will need to meet.)
-----	--

3. Program Goals and Objectives (Percent of Total Value: 30%)

Address the following in narrative form:

Rating Criteria Program Goals and Objectives (scored on a scale of 1-5; weighted at 30%)	
3.1	Describe the goals and objectives of the proposed program (see Appendix D for definitions).
3.2	The relationship of the proposed program's purpose to the goals and objectives of the Title II Tribal Youth Grant Program (addressing youth justice and delinquency prevention issues for American Indian tribal youth).
3.3	The Work Plan (Attachment to Proposal Package) identifies how the top three goals of the proposed program will be achieved in terms of the activities, responsible staff/partners, and start and end dates.
3.4	The readiness plan for development and implementation of the proposed program.

4. Program Budget (Percent of Total Value: 15%)

As part of the application process, Applicants are required to submit the 2019 Title II Tribal Youth RFP Budget Attachment (Budget Attachment). Upon submission, the Budget Attachment will become Section 4: Program Budget of the official proposal package and will be rated as such based on the criteria listed below. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment.

Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the workbook.

Applicants must complete all three (3) sections, as identified by tab labels in the budget workbook:

- 1) Year 1 Budget
- 2) Year 2 Budget
- 3) Year 3 Budget

All project costs must be directly related to the objectives and activities of the project. The Budget Attachment covers the entire three-year grant period.

The following items will be rated as a part of this section, and must be addressed by the applicant in the 2019 Title II Tribal Youth RFP Budget Attachment:

Rating Criteria for Program Budget Applied to both Program Budget Table and Program Budget Narrative (Scored on a scale of 1-5; weighted at 15%)	
4.1	Complete the Budget Table as appropriate to the proposed program.
4.2	Provide Budget Narrative <ul style="list-style-type: none"> • Relates the expenses to the proposed program. • Is reasonable and appropriate given the scope of the proposed program.
4.3	Describe how the resources are being applied to the benefit of young people.

To access the Budget Attachment, click [here](#). Do not alter the Budget Attachment. The Budget Attachment must be submitted in Excel format.

For additional guidance related to grant budgets, 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

DRAFT

APPENDICES

DRAFT

Appendix A: Federally Recognized California Tribes
U.S. Department of Interior, Bureau of Indian Affairs as of February 1, 2018

No.	TRIBE
1	Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation
2	Alturas Indian Rancheria
3	Augustine Band of Cahuilla Indians (previously listed as the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
4	Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation ¹
5	Bear River Band of the Rohnerville Rancheria
6	Berry Creek Rancheria of Maidu Indians of California
7	Big Lagoon Rancheria
8	Big Pine Paiute Tribe of the Owens Valley (previously listed as the Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation)
9	Big Sandy Rancheria of Western Mono Indians of California (previously listed as the Big Sandy Rancheria of Mono Indians of California)
10	Big Valley Band of Pomo Indians of the Big Valley Rancheria
11	Bishop Paiute Tribe (previously listed as the Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony)
12	Blue Lake Rancheria
13	Bridgeport Indian Colony (previously listed as the Bridgeport Paiute Indian Colony of California)
14	Buena Vista Rancheria of Me-Wuk Indians of California
15	Cabazon Band of Mission Indians
16	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria

No.	TRIBE
17	Cahto Tribe of the Laytonville Rancheria
18	Cahuilla Band of Indians (previously listed as the Cahuilla Band of Mission Indians of the Cahuilla Reservation)
19	California Valley Miwok Tribe
20	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation
21	Cedarville Rancheria
22	Chemehuevi Indian Tribe of the Chemehuevi Reservation
23	Cher-Ae Heights Indian Community of the Trinidad Rancheria
24	Chicken Ranch Rancheria of Me-Wuk Indians of California
25	Cloverdale Rancheria of Pomo Indians of California
26	Cold Springs Rancheria of Mono Indians of California
27	Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
28	Coyote Valley Band of Pomo Indians of California
29	Death Valley Timbi-sha Shoshone Tribe (previously listed as the Death Valley Timbi-Sha Shoshone Band of California)
30	Dry Creek Rancheria Band of Pomo Indians (previously listed as the Dry Creek Rancheria of Pomo Indians of California)
31	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria
32	Elk Valley Rancheria
33	Enterprise Rancheria of Maidu Indians of California
34	Ewiiapaayp Band of Kumeyaay Indians
35	Federated Indians of Graton Rancheria

No.	TRIBE
36	Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
37	Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation
38	Fort Mojave Indian Tribe of Arizona, California & Nevada
39	Greenville Rancheria (previously listed as the Greenville Rancheria of Maidu Indians of California)
40	Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
41	Guidiville Rancheria of California
42	Habematolel Pomo of Upper Lake
43	Hoopa Valley Tribe
44	Hopland Band of Pomo Indians (formerly Hopland Band of Pomo Indians of the Hopland Rancheria)
45	Iipay Nation of Santa Ysabel (previously listed as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
46	Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation
47	Ione Band of Miwok Indians of California
48	Jackson Band of Miwok Indians (previously listed as the Jackson Rancheria of Me-Wuk Indians of California)
49	Jamul Indian Village of California
50	Karuk Tribe (previously listed as the Karuk Tribe of California)
51	Kashia Band of Pomo Indians of the Stewarts Point Rancheria
52	Kletsel Dehe Band of Wintun Indians (previously listed as the Cortina Indian Rancheria and the Cortina Indian Rancheria of Wintun Indians of California)
53	Koi Nation of Northern California (previously listed as the Lower Lake Rancheria)

No.	TRIBE
54	La Jolla Band of Luiseno Indians (previously listed as the La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation)
55	La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation
56	Lone Pine Paiute-Shoshone Tribe (previously listed as the Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation)
57	Los Coyotes Band of Cahuilla and Cupeno Indians (previously listed as the Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation)
58	Lytton Rancheria of California
59	Manchester Band of Pomo Indians of the Manchester Rancheria (previously listed as the Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria)
60	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation
61	Mechoopda Indian Tribe of Chico Rancheria
62	Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation
63	Middletown Rancheria of Pomo Indians of California
64	Mooretown Rancheria of Maidu Indians of California
65	Morongo Band of Mission Indians (previously listed as the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation)
66	Northfork Rancheria of Mono Indians of California
67	Pala Band of Mission Indians (previously listed as the Pala Band of Luiseno Mission Indians of the Pala Reservation)
68	Paskenta Band of Nomlaki Indians of California
69	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation
70	Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation
71	Picayune Rancheria of Chukchansi Indians of California

No.	TRIBE
72	Pinoleville Pomo Nation (previously listed as the Pinoleville Rancheria of Pomo Indians of California)
73	Pit River Tribe (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)
74	Potter Valley Tribe
75	Quartz Valley Indian Community of the Quartz Valley Reservation of California
76	Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona
77	Ramona Band of Cahuilla (previously listed as the Ramona Band or Village of Cahuilla Mission Indians of California)
78	Redding Rancheria
79	Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California (previously listed as the Redwood Valley Rancheria of Pomo Indians of California)
80	Resighini Rancheria
81	Rincon Band of Luiseno Mission Indians of the Rincon Reservation
82	Robinson Rancheria (previously listed as the Robinson Rancheria Band of Pomo Indians, California and the Robinson Rancheria of Pomo Indians of California)
83	Round Valley Indian Tribes, Round Valley Reservation (previously listed as the Round Valley Indian Tribes of the Round Valley Reservation)
84	San Manuel Band of Mission Indians (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)
85	San Pasqual Band of Diegueno Mission Indians of California
86	Santa Rosa Band of Cahuilla Indians (previously listed as the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)
87	Santa Rosa Indian Community of the Santa Rosa Rancheria
88	Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation

No.	TRIBE
89	Scotts Valley Band of Pomo Indians of California
90	Sherwood Valley Rancheria of Pomo Indians of California
91	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract)
92	Soboba Band of Luiseno Indians
93	Susanville Indian Rancheria
94	Sycuan Band of the Kumeyaay Nation
95	Table Mountain Rancheria of California
96	Tejon Indian Tribe
97	Tolowa Dee-ni' Nation (previously listed as the Smith River Rancheria)
98	Torres Martinez Desert Cahuilla Indians (previously listed as the Torres-Martinez Band of Cahuilla Mission Indians of California)
99	Tule River Indian Tribe of the Tule River Reservation
100	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
101	Twenty-Nine Palms Band of Mission Indians of California
102	United Auburn Indian Community of the Auburn Rancheria of California
103	Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation
104	Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation ²
105	Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
106	Wilton Rancheria
107	Wiyot Tribe (previously listed as the Table Bluff Reservation—Wiyot Tribe)

No.	TRIBE
108	Yocha Dehe Wintun Nation (previously listed as the Rumsey Indian Rancheria of Wintun Indians of California)
109	Yurok Tribe of the Yurok Reservation

DRAFT

Appendix B: Juvenile Justice Delinquency Prevention Act of 2002*

Place holder: Applicable JJDP Act will be added prior to RFP release.

DRAFT

Appendix C: Criteria for Non-Governmental Organizations Receiving Title II Grant Program Funds

(Page 1 of 2)

The 2019 Title II Grant Program Request for Proposals (RFP) 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 Title II Grant Program funds. The RFP describes these requirements as follows:

A non-governmental organization (as either a subgrantee or subcontractor) must meet the following criteria:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
 - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) 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; and
- Have a physical address (an exception can be made for an Indian Tribe)..

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, or Federally recognized Indian Tribes).

(Page 2 of 2)

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 Title II Grant Program RFP. These records will be subject to the records and retention language found in the Grant 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.

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE x		DATE	

Appendix D: Glossary of Terms

Community Defined Practice

Community Defined Practice is a set of practices that communities have used and found to yield positive results as determined by community consensus over time, these practices may or may not have been measured empirically but have reached a level of acceptance by the community. The central goal is to develop an evidence-base using cultural and/or community indicators that identify community-defined and community-based practices that work for and matter to these communities.

Cultural Relevance

For the purposes of this grant, culturally relevant programs incorporate an awareness and understanding of, as well as a capacity to honor, the specific tribal customs, traditions and beliefs pertinent to the population being served. In a broader sense, cultural relevancy acknowledges the influence of the child's identity characteristics on the child's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the child communicates as important.

Any sub-grantee/sub-recipient that receives Title II Tribal Youth Grant Program funds must utilize programs, practices, and approaches that embed cultural relevancy.

Diversion

Youth diversion is broadly defined as an approach that promotes positive youth development by relying on responses that prevent a young person's involvement or further involvement in the justice system. Diversion programs, which may follow a variety of different models, aim to divert youth from system engagement at the earliest possible point including school, police, probation, or prosecution.

For the purposes of the Title II Tribal Youth Grant Program, the definition of diversion also recognizes that services rooted in Native American culture in and of themselves constitute a diversion approach.

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 the long-term intended outcome of the program².

² Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>. See also 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>.

Examples of goal statements³:

- To reduce the number of Indian Children who commit serious offenses.
- To reduce the number of Indian Children who exhibit a pattern of chronic offending.
- To divert Indian Children who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁴. Objectives detail the tasks that must be completed to achieve goals⁵. Descriptions of objectives in the proposals should include three elements⁶:

- 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 objectives⁷:

- By the end of the program, drug-addicted Indian Children will recognize the long-term consequences of drug use.
 - To place eligible Indian Children in an intensive supervision program within two weeks of adjudication to ensure their accountability and the community's safety.
- To ensure the Indian Children in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.⁸ Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of

³ *Id.* at p. 4.

⁴ 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>.

⁵ *Id.*; see *supra* fn 1.

⁶ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

⁷ *Id.*

⁸ For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. *Offender rehabilitation: Effective correctional intervention*. Brookfield, Vt.: Ashgate Dartmouth.

numerous scholars (Andrews et al., 1990⁹; Cullen and Gendreau, 2000¹⁰; Lipsey 1999¹¹), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
 - Risk Principle
 - Need Principle
 - Responsivity Principle
 - Dosage
 - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

Trauma-Informed Care

Trauma-informed care is a strengths-based service delivery approach “that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment”¹² It also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.

A Trauma-Informed approach in the diversion system is one in which all diversion partners should recognize and respond to the impact of traumatic stress and apply a trauma-informed approach that is designed to meet the individual needs of each child.

Title II Tribal Youth Grant Programs must be based on trauma-informed interventions that incorporate historical trauma. Historical trauma refers to a complex and reflective trauma exposure over time and across generations by a group of people who share an identity, affiliation or circumstance.

⁹ Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

¹⁰ Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In *Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system*, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

¹¹ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

¹² Hopper, E. K., Bassuk, E. L., & Olivet, J. (2010). *Shelter from the storm: Trauma-informed care in homelessness services settings*. *The Open Health Services and Policy Journal*, 3, 80–100. As cited in the SAMSHA *TIP 57 A treatment Improvement Protocol: Trauma-Informed Care in Behavioral Services*.

Appendix E: SACJJD Membership Roster

State Advisory Committee on Juvenile Justice and Delinquency Prevention Membership Roster

	Name	Title	Organization/Agency	County
1	Rachel Rios (Chair)	Director	La Familia Counseling Center, Inc.	Sacramento
2	Carol Biondi (Vice-Chair)	Commissioner	Los Angeles County Commission for Children and Families	Los Angeles
3	Hon. Brian Back	Superior Court Judge	Ventura County Juvenile Court	Ventura
4	Chief Michelle Scray Brown	Chief Probation Officer	San Bernardino County Probation	San Bernardino
5	Dr. B.J. Davis	Adjunct Professor	Alliant International University	Sacramento
6	Dr. Carly Dierkhising	Assistant Professor	CSU Los Angeles	Los Angeles
7	Miguel A. Garcia	Youth Member	Legal Assistant, Daniel H. Cargnelutti, Esq.	Riverside
8	Juan Gomez	Director	Motivating Individual Leadership for Public Advancement	Los Angeles
9	Susan Harbert	Staff Attorney	Loyola Law School	Los Angeles
10	Gordon Jackson	National Director of Protect	3Strands Global Foundation	Sacramento
11	Sharon King	Regional Compliance Manager	Walmart	Orange
12	Ramon Leija	Advocate	Anti-Recidivism Coalition	Los Angeles

13	Kent Mendoza	Policy Coordinator	Anti-Recidivism Coalition	Los Angeles
14	Amika Mota	Prison Reentry Director	Young Women's Freedom Center	San Francisco
15	Vanessa Najar	Peer mentor	Puente Project at Sacramento City College	Sacramento
16	District Attorney Nancy O'Malley	District Attorney	Alameda County District Attorney's Office	Alameda
17	Winston Peters	Assistant Public Defender	Los Angeles County Public Defender's Office	Los Angeles
18	Dr. Mimi Silbert	Chief Executive Officer	Delancey Street Foundation	San Francisco
19	Dante Williams	Youth Advocate Manager	Stanford Youth Solutions	Sacramento

Appendix F: FY 2018-2019 Title II Grant Executive Steering Committee

Title II Grant Program ESC Membership Roster November 2018

	Name	Title	Organization/Agency	County
1	Rachel Rios (Co-Chair)	Director	SACJJDP Chair, La Familia Counseling Center, Inc.	Sacramento
2	Michelle Scray Brown (Co-Chair)	Chief of Probation	SACJJDP member, San Bernardino County Probation Department	San Bernardino
3	Terry Wiley	Assistant District Attorney	Alameda County District Attorney's Office	Alameda
4	Lisa Small	Senior Manager, Youth Justice	Liberty Hill Foundation	Los Angeles
5	Hon. Brian Back	Judge	SACJJDP member, Ventura Juvenile Court	Ventura
6	Dr. Thai Lee	Policy Clerk Vice Chair	National Center for Youth Law Gay Asian Pacific Alliance	San Francisco
7	Denise Villamil	Program Director Chair of the Board	ALMA Family Services Girls Today Women Tomorrow	Los Angeles
8	Hailey Jures	Director of Special Projects	LA Trust for Children's Health	Los Angeles
9	Alex Ruvalcaba	Tribal Member	Cloverdale Rancheria of Pomo Indians – Sonoma County	Sonoma
10	Graciela Martinez	Public Defender	LA County Public Defender's Office	Los Angeles
11	Matt Wilkins	Education Programs Consultant	CA Department of Education	Sacramento
12	Shaunteria Guerrier	Student Assistant	CSU Los Angeles	Los Angeles

Appendix G: Sample Grant Agreement

Attachment E-2

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

BSCC XXX-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

DECEMBER 1, 2019

THROUGH END DATE

NOVEMBER 30, 2022

3. The maximum amount of this Agreement is:

\$000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Exhibit E	2018 Title II Award Federal Conditions	9
Exhibit F	Federal Conditions Enjoined by Court Order	3
Attachment 1*	Title II Grant Program Request for Proposals – Re-release June 14, 2019	*
Attachment 2	2019 Title II Application for Funding	XX
Appendix A	Title II Grant Program Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving Title II Funds	2


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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED		

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Ste 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING MARY JOLLS	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – TITLE II TRIBAL YOUTH GRANT PROGRAM

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here....

B. Grantee agrees to administer the project in accordance with Attachment 1: Title II Tribal Youth Grant Program Request for Proposals (incorporated by reference) and Attachment 2: 2019 Title II Tribal Youth Application for Funding, which are 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 regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:

Title:

Address:

Phone:

Designated Financial Officer authorized to receive warrants:

Name:

Title:

Address:

Phone:

Fax:

Email:

Project Director authorized to administer the project:

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 data collection and reporting requirements as described in the Title II Grant Program Request for Proposals.

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports 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:

Progress Report Periods	Due no later than:
1. December 1, 2019 to March 31, 2020	May 15, 2020
2. April 1, 2020 to June 30, 2020	August 15, 2020
3. July 1, 2020 to September 30, 2020	November 15, 2020
4. October 1, 2020 to December 31, 2020	February 15, 2021
5. January 1, 2021 to March 31, 2021	May 15, 2021
6. April 1, 2021 to June 30, 2021	August 15, 2021
7. July 1, 2021 to September 30, 2021	November 15, 2021
8. October 1, 2021 to December 31, 2021	February 15, 2022
9. January 1, 2022 to March 31, 2022	May 15, 2022
10. April 1, 2022 to June 30, 2022	August 15, 2022
11. July 1, 2022 to September 30, 2022	November 15, 2022
12. October 1, 2022 to November 30, 2022	December 21, 2022

B. Local Evaluation Plan and Final Evaluation Report

As described in the RFP, Grantee is required to submit to the BSCC: (1) a Local Evaluation Plan (three [3] months post-award) and, (2) a Local Evaluation Report (three [3] months after the conclusion of the grant).

Evaluation Documents	Due no later than:
1. Local Evaluation Plan	February 29, 2020
2. Final Local Evaluation Report	March 31, 2023

C. Other: 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.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and 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 also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) 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 (3) year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Title II Grant Program Executive Steering Committee (see Grant Agreement Appendix A) from receiving funds from the Title II Grant Program awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Title II Grant Program ESC membership roster and ensuring no grant dollars are passed through to any entity represented by the members of the Title II Grant Program ESC.
- B. 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 is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. 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

EXHIBIT A: SCOPE OF WORK

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 identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

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 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

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

1. INVOICING AND PAYMENTS (Grantee Selects Frequency After Award)

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

Monthly Invoicing Periods

1. December 1, 2019 to December 31, 2019
2. January 1, 2020 to January 31, 2020
3. February 1, 2020 to February 28, 2020
4. March 1, 2020 to March 31, 2020
5. April 1, 2020 to April 30, 2020
6. May 1, 2020 to May 31, 2020
7. June 1, 2020 to June 30, 2020
8. July 1, 2020 to July 31, 2020
9. August 1, 2020 to August 31, 2020
10. September 1, 2020 to September 30, 2020
11. October 1, 2020 to October 31, 2020
12. November 1, 2020 to November 30, 2020
13. December 1, 2020 to December 31, 2020
14. January 1, 2021 to January 31, 2021
15. February 1, 2021 to February 29, 2021
16. March 1, 2021 to March 31, 2021
17. April 1, 2021 to April 30, 2021
18. May 1, 2021 to May 31, 2021
19. June 1, 2021 to June 30, 2021
20. July 1, 2021 to July 31, 2021
21. August 1, 2021 to August 31, 2021
22. September 1, 2021 to September 30, 2021
23. October 1, 2021 to October 31, 2021
24. November 1, 2021 to November 30, 2021
25. December 1, 2021 to December 31, 2021
26. January 1, 2022 to January 31, 2022
27. February 1, 2022 to February 29, 2022
28. March 1, 2022 to March 31, 2022
29. April 1, 2022 to April 30, 2022
30. May 1, 2022 to May 31, 2022
31. June 1, 2022 to June 30, 2022
32. July 1, 2022 to July 31, 2022
33. August 1, 2022 to August 31, 2022
34. September 1, 2022 to September 30, 2022
35. October 1, 2022 to October 31, 2022
36. November 1, 2022 to November 30, 2022

Due No Later Than:

- February 15, 2020
- March 15, 2020
- April 15, 2020
- May 15, 2020
- June 15, 2020
- July 15, 2020
- August 15, 2020
- September 15, 2020
- October 15, 2020
- November 15, 2020
- December 15, 2020
- January 15, 2021
- February 15, 2021
- March 15, 2021
- April 15, 2021
- May 15, 2021
- June 15, 2021
- July 15, 2021
- August 15, 2021
- September 15, 2021
- October 15, 2021
- November 15, 2021
- December 15, 2021
- January 15, 2022
- February 15, 2022
- March 15, 2022
- April 15, 2022
- May 15, 2022
- June 15, 2022
- July 15, 2022
- August 15, 2022
- September 15, 2022
- October 15, 2022
- November 15, 2022
- December 15, 2022
- January 15, 2022

Final Local Evaluation Report Period

37. December 1, 2022 through February 28, 2023

Due no later than

- March 31, 2023

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

Quarterly Invoice Periods:

1. December 1, 2020 to March 31, 2020	Due No Later Than: May 15, 2020
2. April 1, 2020 to June 30, 2020	August 15, 2020
3. July 1, 2020 to September 30, 2020	November 15, 2020
4. October 1, 2020 to December 31, 2020	February 15, 2021
5. January 1, 2021 to March 31, 2021	May 15, 2021
6. April 1, 2021 to June 30, 2021	August 15, 2021
7. July 1, 2021 to September 30, 2021	November 15, 2021
8. October 1, 2021 to December 31, 2021	February 15, 2022
9. January 1, 2022 to March 31, 2022	May 15, 2022
10. April 1, 2022 to June 30, 2022	August 15, 2022
11. July 1, 2022 to September 30, 2022	November 15, 2022
12. October 1, 2022 to November 30, 2022	January 15, 2023

Final Local Evaluation Report Period	Due no later than
13. December 1, 2022 through February 28, 2023	March 31, 2023

**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 Local Evaluation Report) and all obligated match contributions must be incurred by the end of the grant project period, November 30, 2022, and included on the invoice due January 15, 2023. Project expenditures incurred after November 30, 2022 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by March 31, 2023. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of December 1, 2022 through February 28, 2023 and must be submitted on the last invoice, due March 31, 2023. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing 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.

2. GRANT AMOUNT AND LIMITATION

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

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.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Title II Grant Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 97 (Statutes of 2017, Chapter 14), also known as the California Budget Act of 2017. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Title II Grant Program funding is reduced or falls below estimates contained within the Title II Grant Program Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2016 BSCC Grant Administration Guide, which can be found under Quick Links here: 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 is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state 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:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Year 1 Program Budget (12/1/19 - 11/30/20)		Total
1. Salaries and Benefits		\$0
2. Services and Supplies		\$0
3. Professional Services		\$0
4. Direct Service Provider Subcontracts (NGO & Government)		\$0
5. Equipment/Fixed Assets		\$0
6. Data Collection/Enhancement		\$0
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
TOTAL		\$0

Year 2 Program Budget (12/1/20 - 11/30/21)		Total
1. Salaries and Benefits		\$0
2. Services and Supplies		\$0
3. Professional Services		\$0
4. Direct Service Provider Subcontracts (NGO & Government)		\$0
5. Equipment/Fixed Assets		\$0
6. Data Collection/Enhancement		\$0
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
TOTAL		\$0

Year 3 Program Budget (12/1/21 - 11/30/22)		Total
1. Salaries and Benefits		\$0
2. Services and Supplies		\$0
3. Professional Services		\$0
4. Direct Service Provider Subcontracts (NGO & Government)		\$0
5. Equipment/Fixed Assets		\$0
6. Data Collection/Enhancement		\$0
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
TOTAL		\$0

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

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
(<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>)

- 12. TIMELINESS:** Time is of the essence in this Agreement.

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

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC 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: Title II Grant Program Request for Proposals and Attachment 2: 2019 Title II 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 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 applicable federal statutes, regulations, policies, guidelines and requirements, including all Title II Federal Award Conditions. The 2017 Title II Federal Award Conditions are included in this Grant Agreement as Exhibit E. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Title II Tribal Youth Grant Program Request for Proposal and Attachment 2: 2019 Tribal Youth Grant 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 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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Title II Grant Program RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
- 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - 2) Access to Books and Records
Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. 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 accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail, which will permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. 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. Changes shall not be implemented by the project until authorized by the BSCC.

7. 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: Title II Tribal Youth Grant Program Request for Proposal and Attachment 2: 2019 Title II Tribal Youth Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) 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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. 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.

SAMPLE
DRAFT
GRANTEE
AGREEMENT

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award

2. 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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2017 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 FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at: <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

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.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide, available at https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf) including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the Department of Justice Grants Financial Guide

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds or receives any other award of federal funds during the period of performance for this award, the Grantee 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 Grantee must promptly notify the BSCC in writing of the potential duplication.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

The details of the BSCC's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient, (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

The recipient, 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").

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

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

The recipient, 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 <https://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.

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

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

The recipient, 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 recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://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.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, 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 "Post award Requirements" in the "DOJ Grants Financial Guide" accessible at: https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf)

12. 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.

13. 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: <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

14. Effect of failure to address audit issues

The Grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the recipient, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

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.

15. Potential imposition of additional requirements

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 "high risk" for purposes of the DOJ high-risk grantee list.

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

The recipient, 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.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the bases of sex in certain "education programs."

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

The recipient, 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.

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 <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, 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. Se 18 U.S.C. 1913 (There may be exception if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as reviewing, extending or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a recipient (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.

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, 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, 2017, are incorporated by reference and are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>.

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 Grantee is to contact BSCC for guidance, and may not proceed without approval.

21. 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; 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>.

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient 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 prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

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 recipient --
 - 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 recipient 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 recipient'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.

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

23. 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, 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.

24. 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.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

26. The recipient agrees to comply with all Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.

27. FFATA reporting: Subawards and executive compensation

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 ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and

EXHIBIT E: 2018 TITLE II AWARD FEDERAL CONDITIONS

total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier “subgrantees”) 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 OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 28.** “Methods of Administration” – monitoring compliance with civil rights laws and nondiscrimination provisions.

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: CivilRightsMOA@usdoj.gov. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, “Civil Rights Compliance Specific to State Administering Agencies.”

- 29.** Recipient integrity and performance matters: 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 comply 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 recipient’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 <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

EXHIBIT E: FEDERAL CONDITIONS ENJOINED BY COURT ORDER

Notice Regarding Enjoined Immigration Enforcement Conditions: For FY 2018 Title II funding, OJJDP sought to impose conditions related to the enforcement of 8 U.S.C. § 1373 on Title II funding. In related federal grants litigation, a United States District Court for the Northern District of California entered an order enjoining the enforcement of 8 U.S.C. § 1373's statutory obligations against any California state entity or political subdivision.

(Please see: <http://www.bscc.ca.gov/downloads/ECFNo.54-AmendedJudgmentandOrder.pdf>.)

As such, grantees are **not** required to implement or agree to these conditions while the injunction remains in place. The BSCC will continue to provide updates on the status of this litigation and any changes to the applicability of the challenged grant conditions.

1. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

EXHIBIT E: FEDERAL CONDITIONS ENJOINED BY COURT ORDER

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373; and terms defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa (cf. 34 U.S.C. 10251(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

2. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and ongoing compliance."

C. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an

information-communication restriction.

EXHIBIT E: FEDERAL CONDITIONS ENJOINED BY COURT ORDER

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent

monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and ongoing compliance" award condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and ongoing compliance" award condition are incorporated by reference as though set forth here in full

Appendix H: Sample Governing Board or Tribal Council Resolution

Before grant funds can be reimbursed, grantees must submit a resolution from its Governing Board or Tribal Council that delegates authority to the individual authorized to execute the grant agreement.

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections. While these assurances must be made by each grantee, they are not required to be in this format.

Applicants are encouraged (but not required) to submit the resolution with their application.

WHEREAS the ***(insert name of Applicant Tribe)*** desires to participate in the Title II Grant Program funded through the US Office of Juvenile Justice and Delinquency Prevention and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board or Tribal Council)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Passed, approved, and adopted by the ***(insert name of Governing Board or Tribal Council)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:

Nos:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Appendix I: Sample Title II Tribal Youth Grant Program Progress Report

County, City, School District or Tribe:	BSCC Grant Award Number:
Project Title:	Date:
Prepared by:	Phone:
Title:	Email:

Year 1 Reporting Quarters			
<input type="checkbox"/> Quarter 1	<input type="checkbox"/> Quarter 2	<input type="checkbox"/> Quarter 3	<input type="checkbox"/> Quarter 4

SECTION 1

Please provide an update on your efforts with respect to administering the project as outlined in the grant proposal by addressing the following questions.

Expenditure Status:

Title II Tribal Youth Grant Program Award Amount - \$	
Amount Invoiced-to-Date (Sum of Quarterly Invoices)	\$
Percent of Award Invoiced to Date (Amount above ÷ Award Amount)	%

In relation to the overall grant budget, are state Title II grant funds being expended as planned and on schedule? Yes No
If not, please explain why, and describe what expenditure plan(s) exist for the grant period.

Overall Activities Implemented: Describe project activities this reporting period (hiring of staff, process development/improvement, service delivery, collaboration efforts, evaluation planning/implementation).

Overall Project Challenges: Identification and Resolution- Describe any challenges/issues the project has encountered during the reporting period. Consider what may be affecting project effectiveness or may have the potential of affecting program outcomes and stated goals. Examples of areas where problems may exist are program administration, service delivery, rate of referrals, and participant enrollment or participation, county processes, among others. Describe the plan to resolve identified challenges.

Overall Accomplishments and Highlights: What successes (other than participant-specific) has the project achieved (e.g., reaching participant enrollment for the period, reaching other stated project goals, recognition from public officials and/or other jurisdictions/agencies, receiving media coverage)? Please include any training project staff and/or local partnering agencies have received this reporting period.

Other Comments, Observations, and/or Project Notables:

Case Study/Anecdotal Information: Case studies are often the most compelling evidence of the value of a program. With this in mind, please provide a brief description of a client enrolled in your project (e.g., age, gender, race, criminal history, etc.), challenges with engaging and/or serving the client, and how the project is positively impacting him/her and their family.

Do not identify participant by name.

SECTION 2: County Identified Goals and Objectives

Section 2 lists the goals and objectives developed by the grantee and provided to the BSCC. There are three questions for each goal/objective listed. Provide responses specific to this reporting quarter below.

- **Goal:** Goal 1 from Proposal

Objectives:

- Objective 1a from Proposal
- Objective 1b from Proposal
- Objective 1c from Proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

- **Goal:** Goal 2 from Proposal

- Objectives:**
- Objective 2a from Proposal
 - Objective 2b from Proposal
 - Objective 2c from Proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

- **Goal:** Goal 3 from Proposal

- Objectives:**
- Objective 3a from Proposal
 - Objective 3b from Proposal
 - Objective 3c from Proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

SECTION 3: Technical Assistance/Other

Section 3 asks questions related to technical assistance and provides space for any additional information the grantee would like to report. Provide responses specific to this reporting quarter below.

1. What modifications, if any, have been made to programs/services funded with Title II Program Grant dollars?
2. What quality assurance methods are in place to ensure programs/services are being delivered as intended and with fidelity to the evidence-based model(s)?
3. Would you like technical assistance? If so, describe the nature of the request.
4. Other - Provide any additional information on the grant, its implementation, programming, etc. below.

SECTION 4: (SAMPLE) Data Collection

The Federal Government and the BSCC are dedicated to assessing the impact of local projects on the youth directly served by the OJJDP Title II Formula Grant funding. Request for Proposal (RFP) applicants will need to have the capacity, and be prepared, to collect and provide specific outcome measures by race/ethnicity and gender on a quarterly basis via BSCC Progress Reports, if awarded grant dollars.

Data measures will be collected on a short term (measured quarterly- prior to the time youth leave or complete the project) and long term (measured within 6-12 months after a youth leaves or completes the project). The following list contains sample data measures for the six Title II Program Purpose Areas:

Project Youth Demographics:

- Gender (male; female)
- Offender Status (at-risk population- no prior offense; first-time offenders; repeat offenders; sex offenders; status offenders; violent offenders)
- Age (Under 11; 12-13; 14-15; 16-17; 18 and over)
- Other factors (mental health; pregnant; substance abuse; truant/dropout)
- Project cost per youth

Project Assessment:

- Number of project youth served.
- Number and percent of program youth who offend or reoffend.
- Number and percent of program youth completing program requirements.
- Number and percent of program youth exhibiting a desired change in targeted behaviors: substance abuse; school attendance; gangs; employment status.
- Number and percent of program youth charged with formal probation violations.
- Number and percent of program youth committed to a detention facility.
- Average length of time between intake and referral for program youth.
- Number and percent of program youth who are re-victimized.
- Number and percent of families/youth/victims/staff satisfied with the project.

If applicable, data measures may also be collected that are mandated by the Office of Juvenile Justice and Delinquency Prevention under the Native American/Tribal program purpose area.

Appendix J: 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.

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

Appendix K: Sample BSCC Comprehensive Monitoring Visit Tool

Corrections Planning and Grant Programs Division
COMPREHENSIVE MONITORING VISIT (CMV) TOOL
SAMPLE

This sample Comprehensive Monitoring Visit (CMV) Tool is available on the BSCC website at the following location:

[http://bscc.ca.gov/downloads/Comprehensive%20Monitoring%20Visit%20Tool%20\(sample\)%203.28.19.pdf](http://bscc.ca.gov/downloads/Comprehensive%20Monitoring%20Visit%20Tool%20(sample)%203.28.19.pdf)

DRAFT

Appendix L: Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

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)

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects
Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Find Youth Information

<http://www.findyouthinfo.gov/>

Justice Research and Statistic Association

<http://www.jrsa.org/>

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>

National Institute of Corrections

<http://nicic.gov/Library/>

National Institute of Justice, New Tool for Law Enforcement Executives

<http://nij.gov/five-things/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov
<http://www.CrimeSolutions.gov>

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>

Promising Practices Network
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration
www.samhsa.gov/ebpwebguide

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices
<http://www.nrepp.samhsa.gov>

The National Documentation Centre on Drug Use
<http://www.drugsandalcohol.ie/3820/>

University of Cincinnati, Effective Programs/Curricula Recommendations
http://www.bscc.ca.gov/downloads/Univ_of_Cincinnati_Curricula_Recommendations_Oct_2011.pdf

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

Title II Tribal Youth Grant Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

<INSERT NAME OF APPLICANT>

Date submitted:

<INSERT DATE>

Title II Grant Program Proposal Checklist

A complete Title II Tribal Youth Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet	
2	Title II Tribal Youth Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only must be submitted in Arial 12-point font with one-inch margins on all four sides and must be 1.5-line spaced. 	
5	Proposal Narrative <ul style="list-style-type: none"> The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed 15 numbered pages in length. 	
6	2019 Title II Tribal Youth RFP Budget Attachment <ul style="list-style-type: none"> Use attachment provided. Do not alter the Budget Attachment. 	
7	Project Work Plan <ul style="list-style-type: none"> Use attachment provided. Do not alter the Project Work Plan 	
Required Attachment for <u>All Applicants</u>:		
8	<ul style="list-style-type: none"> <i>Criteria for Non-Governmental Organizations Receiving Title II Tribal Youth Grant Program Funds (Appendix C) - Signed in blue ink by the authorized signatory (original signature)</i> <i>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix J) - Signed in blue ink by the authorized signatory (original signature)</i> 	
Optional with Proposal Package; Required prior to Grant Award Agreement		
9	Governing Board or Tribal Council Resolution (Appendix H) <i>Note: The Governing Board Resolution is due prior to Grant Award Agreement, not required at time of proposal submission.</i>	

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, Part K, next page)

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT CONSIDERED*****

Title II Grant Program Applicant Information Form

- A. Applicant:** Complete the required information for the tribe submitting the proposal. This tribe will be the lead agency responsible for the overall development, implementation, and oversight of the project.
- B. Location of Services:** Identify the geographical area where the Title II Tribal Youth Grant Program will provide funded services and interventions.
- C. Project Title:** Provide the title of the proposed project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposed project. Note: this information will be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Identify the amount of grant funds requested for the proposed project.
- F. Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the proposed project. This person must be an employee of the Applicant.
- G. Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices.
- H. Day-to-Day Project Contact:** Provide the name, title, and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- I. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- J. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form: Instructions

A. APPLICANT:

NAME OF APPLICANT

STREET ADDRESS	CITY	STATE	ZIP CODE
----------------	------	-------	----------

MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
--------------------------------	------	-------	----------

C. LOCATION OF SERVICES:

D. PROJECT TITLE:

E. PROJECT SUMMARY (100-150 words):

F. GRANT FUNDS REQUESTED:

\$

G. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER
------	-------	------------------

STREET ADDRESS	CITY
----------------	------

STATE	ZIP CODE	EMAIL ADDRESS
-------	----------	---------------

H. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER
------	-------	------------------

STREET ADDRESS	CITY
----------------	------

STATE	ZIP CODE	EMAIL ADDRESS
-------	----------	---------------

PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
--	------	-------	----------

I. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER
------	-------	------------------

STREET ADDRESS	CITY
----------------	------

STATE	ZIP CODE	EMAIL ADDRESS
-------	----------	---------------

J. DAY-TO-DAY FISCAL CONTACT:		
NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS

K. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding. In addition, I certify that the applicant entity meets the eligibility criteria set forth in the Grant Program Description section, which defines "eligible applicants."			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE			DATE

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Title II Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Proposal Abstract

DRAFT

Proposal Narrative

1. Program Need (Percent of Total Value: 25%)

2. Program Description (Percent of Total Value: 30%)

3. Program Goals and Objectives (Percent of Total Value: 30%)

4. Program Budget (Percent of Total Value: 10%)

To access the 2019 Title II Tribal Youth RFP Budget Attachment, click [here](#). Do not alter the Budget Attachment. The Budget Attachment must be submitted in Excel format.

The Program Budget does not count toward the Program Narrative 15-page limit.

Title II Grant Program Work Plan

Applicants for Title II Tribal Youth Grant Program funds shall complete a 1 to 2-page Work Plan. This Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the Title II Tribal Youth Grant Program Work Plan, please use the form provided below.

(1) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(2) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(3) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date