

# **Tribal Youth Diversion Grant Grantee Orientation**

## **Administrative Responsibilities**

### TOPICS

### Communication

- Grant Agreement STD 213
- Exhibits to the Grant Agreement
- Non-Governmental Organization (NGO) Assurances
- Prior Approvals
- Grant Administration Guide



## COMMUNICATION

A reminder...

- Project Director
- Financial Officer
  - ...<u>must</u> be employees of the grantee
- Day-to-Day Program and Fiscal contacts <u>could</u> be other staff



STANDARD AGREEMENT STD 213 (Rev 03/2019)       AGREEMENT NUMBER BSCC XXX- 20       PURCHASING AUTHOR         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		JMBER (If Applicable)			
CONTRACTING AGENCY NAME BOARD OF STATE AND COMMUNITY CORRECTIONS CONTRACTOR NAME					
BOARD OF STATE AND COMMUNITY CORRECTIONS CONTRACTOR NAME					
CONTRACTOR NAME					
GRANTEE NAME					
2. The term of this Agreement is:					
START DATE					
JULY 1, 2020					
THROUGH END DATE					
MARCH 31, 2024					
3. The maximum amount of this Agreement is:					
\$000,000.00					
<ol> <li>The parties agree to comply with the terms and conditions of the following exhibits, attachments, and by this reference made a part of the Agreement.</li> </ol>	nd apper	ndices which are			
EXHIBITS TITLE		PAGES			
Exhibit A         Scope of Work		3			
Exhibit B Budget Detail and Payment Provisions		4			
Exhibit C General Terms and Conditions (04/2017)		4			
Exhibit D Special Terms and Conditions		5			
Attachment 1* 2019 Tribal Youth Diversion Grant Request for Proposals		*			
Attachment 2 2019 Tribal Youth Diversion Application for Funding		xx			
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	Appendix B         Criteria for Non-Governmental Organizations Receiving BSCC Program Funds         2           * This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_youthreinvestmentgrant         2				
		estmentgrant			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO	D.				
CONTRACTOR					
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)					
GRANTEE NAME		1			
CONTRACTOR BUSINESS ADDRESS CITY	STATE	ZIP			
PRINTED NAME OF PERSON SIGNING TITLE					
CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED					
×					
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
BOARD OF STATE AND COMMUNITY CORRECTIONS					
	STATE	ZIP			
	CA	95833			
PRINTED NAME OF PERSON SIGNING TITLE					
RICARDO GOODRIDGE Deputy Director					
CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED					
<i>K</i>					

STANDARD AGREEMENT

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

#### 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:

Quarterly Progress Report Periods

- 1. July 1, 2020 to September 30, 2020
- 2. October 1, 2020 to December 31, 2020
- 3. January 1, 2021 to March 31, 2021
- 4. April 1, 2021 to June 30, 2021
- 5. July 1, 2021 to September 30, 2021
- 6. October 1, 2021 to December 31, 2021
- 7. January 1, 2022 to March 31, 2022
- 8. April 1, 2022 to June 30, 2022
- 9. July 1, 2022 to September 30, 2022
- 10. October 1, 2022 to December 31, 2022
- 11. January 1, 2023 to March 31, 2023
- 12. April 1, 2023 to June 30, 2023
- 13. July 1, 2023 to September 30, 2023
- 14. October 1, 2023 to December 31, 2023
- B. Evaluation Documents
  - 1. Local Evaluation Plan
  - 2. Local Evaluation Report
- C. Other

August 16, 2021 November 15, 2021 February 14, 2022 May 16, 2022 August 15, 2022 November 14, 2022 February 14, 2023 May 15, 2023 August 14, 2023 November 14, 2023 February 14, 2024

Due no later than:

November 16, 2020

February 15, 2021

May 17, 2021

Due no later than: October 30, 2020 March 31, 2024

Grantees shall submit all other reports and data as required by the BSCC. Note: The Project activity period ends December 31, 2023. The period of January 1, 2024 to March 31, 2024 is for completion of Local Evaluation Report and any other reports or data required by the BSCC.



### REPORT DUE DATES

## **ADVANCE PAYMENTS**

#### EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

A. The BSCC will disburse one-third of awarded funds to grantees after the Grant Agreement is fully executed. Please note: the initial disbursement may take up to 75 days from the date the Grant Agreement is fully executed to be processed and sent to Grantee. The Grantee shall agree to deposit grant funds into a banking account established by the Grantee and the grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide invoices and supporting documentation to the BSCC upon request and on a guarterly basis as set forth in the schedule below. When Grantee has expended 80% of the first one-third of disbursed funds. Grantee may request that the BSCC disburse the next one-third of the award. The BSCC shall remit the second one-third of the award within 45 days of grantees request provided the grantee has satisfied the terms and conditions of this grant agreement, Grantee has submitted the required documentation of expenditures, and the BSCC has approved the expenditures. When the Grantee has expended 80% of the total disbursed funds, Grantee may request that the BSCC disburse the final one-third of the award. The BSCC shall remit the final one-third of the award within 45 days of Grantee's request provided the Grantee has satisfied the terms and conditions of this grant agreement, Grantee has submitted the required documentation of expenditures, and the BSCC has approved the expenditures.



### INVOICES

### Grant Cycle Quarterly Invoicing Periods:

- 1. July 1, 2020 to September 30, 2020
- 2. October 1, 2020 to December 31, 2020
- 3. January 1, 2021 to March 31, 2021
- 4. April 1, 2021 to June 30, 2021
- 5. July 1, 2021 to September 30, 2021
- 6. October 1, 2021 to December 31, 2021
- 7. January 1, 2022 to March 31, 2022
- 8. April 1, 2022 to June 30, 2022
- 9. July 1, 2022 to September 30, 2022
- 10. October 1, 2022 to December 31, 2022
- 11. January 1, 2023 to March 31, 2023
- 12. April 1, 2023 to June 30, 2023

### Final Invoicing Periods:

13. July 1, 2023 to September 30, 2023

### Due no later than:

November 16, 2020 February 15, 2021 May 17, 2021 August 16, 2021 November 15, 2021 February 14, 2022 May 16, 2022 August 15, 2022 November 14, 2022 February 14, 2023 May 15, 2023 August 14, 2023

### Due no later than:

November 14, 2023



## **INVOICES – ALL DUE DATES**

### Grant Cycle Quarterly Invoicing Periods:

1. July 1, 2020 to September 30, 2020 2. October 1, 2020 to December 31, 2020 3. January 1, 2021 to March 31, 2021 April 1, 2021 to June 30, 2021 4. 5. July 1, 2021 to September 30, 2021 6. October 1, 2021 to December 31, 2021 January 1, 2022 to March 31, 2022 8. April 1, 2022 to June 30, 2022 July 1, 2022 to September 30, 2022 9 10. October 1, 2022 to December 31, 2022 11. January 1, 2023 to March 31, 2023 12. April 1, 2023 to June 30, 2023 13. July 1, 2023 to September 30, 2023 14. October 1, 2023 to December 31, 2023

### Final Invoicing Periods:

13. January 1, 2024 to March 31, 2024

### Due no later than:

November 16, 2020

February 15, 2021 May 17, 2021 August 16, 2021 November 15, 2021 February 14, 2022 May 16, 2022 August 15, 2022 November 14, 2022 February 14, 2023 May 15, 2023 August 14, 2023 November 14, 2023 February 14, 2023

#### Due no later than:

May 15, 2024



#### 1. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors...
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Youth Reinvestment 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...

#### 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee... for a minimum of three (3) years...



### SPECIAL CONDITIONS

#### APPENDIX B Criteria for Non-Governmental Organizations Receiving 2019 Tribal Youth Diversion Grant Funds

#### (Page 1 of 2)

The 2019 Tribal Youth Diversion Grant Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations that subcontract with the grantee to implement the proposal. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Tribal Youth Diversion Grant funds. The RFP describes these requirements as follows:

Any Non-Governmental Organization which receives Tribal Youth Diversion Grant funds must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the TYD grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the sixmonth date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the grantee-subcontractor fiscal agreement.
- · Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have an address.



## NGO Assurance

### **SECRETARY OF STATE**

s Search - Business Entitie 🗙 🕂		-	-	٥		
C 🌢 businesssearch.sos.ca.gov		*	J.			
Alex Padilla California S	a Secretary of State					
About Business Notary & Authen	tications Elections Campaign & Lobbying State Archives Registries News Contact 🔊 f 🎐					
Business Entities (BE)	O Business Search					
Online Services						
File LLC Statement of Information	This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including <b>free PDF copies</b> of imaged business entity documents, including the most recent imaged					
File Corporation Statement of Information	Statements of Information filed for corporations and limited liability companies. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to <u>Name Availability</u> .					
Business Search	To conduct a search: <ul> <li>Select the applicable search type.</li> </ul>					
Publicly Traded Disclosure Search	• In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation,					
Current Processing Dates	<ul><li>Select the search filter you wish to use to locate the entity if searching for an entity name.</li></ul>					
Service Options	<ul> <li>Select the Search button.</li> <li>For help with searching an entity name or number, refer to <u>Search Tips</u>.</li> </ul>					
Name Availability						
Forms, Samples & Fees	All fields marked with an asterisk (*) are required.					
Statements of Information (annual/biennial reports)	© Corporation Name ── LP/LLC Name ── Entity Number					
Filing Tips	Search Criteria * Search Filter Keyword •					
Information Requests (certificates, copies & status reports)	Search					
Service of Process						
FAQs	<b>Disclaimer:</b> This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for					
Contact Information						
Resources	the search criteria in the respective groups regardless of the current status. Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office					
Business Resources	is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness					
Tax Information	of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to Information Requests.					

## 2019 TRIBAL YOUTH DIVERSION GRANT EXECUTIVE STEERING COMMITTEE

	Name	Title	Organization
	Michael Ertola (Chair)	Chief Probation Officer & BSCC Board Member	Nevada County
<b>CONFLICT</b> OF	Dayna Barrios	Youth Initiatives Project Director	Sacramento Native American Health Center
INTEREST	Peter LaVallee	Retired	Non-Profit Youth Program Administrator – Humboldt County
	Denise Villamil	Program Director	Alma Family Services
	Bill Denke	Police Chief	Sycuan Tribal Police Department



### **PRIOR APPROVAL REQUIRED**



- Gift Cards
- Incentives
- Vehicles
- Out-of-State Travel







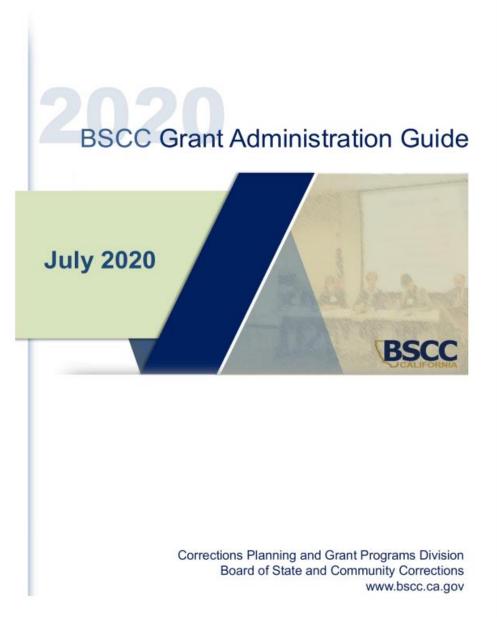




## GRANT ADMINISTRATION GUIDE

### **BSCC Website:**

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



#### REVISED GUIDE SECTIONS

The following sections of the BSCC Grant Administration Guide have been revised (July 2020). The revised language applies to all state and/or federal grant awards. Please refer to your grant agreement, RFP, or contact your grant Field Representative with any questions.

#### Section 4: ALLOWABLE COSTS FOR PERSONNEL

#### N. Costs – Direct and Indirect

#### Federal Awards

The Indirect Cost section language has been updated to reflect changes in the newly implemented Uniform Guidance (2 CFR Part 200) for federally funded grant awards.

#### State Awards

For state funded grantees, a new section has been added for state-funded grant programs.

- Section 5: OPERATING EXPENSES
  - G. Travel and Per Diem
  - H. Food and Beverages
  - I. Program Incentives and Participant Support Items
- Section 10: GRANTEE FINANCIAL INVOICES
- Section 12: MATCH / LEVERAGE REQUIREMENTS
- Section 13: PROJECT AND OTHER INCOME
- Section 14: AMENDMENTS, CHANGES, AND MODIFICATIONS
- Section 16: AUDIT REQUIREMENTS AND AUDIT REPORTS

#### Federal Awards

The Audit section language has been updated to reflect changes in the newly implemented Uniform Guidance (2 CFR Part 200) for federally funded grant awards.

#### State Awards

For state funded grantees, the audit requirement has been removed unless stated in the grantee's grant agreement or if the BSCC requests a grantee audit.

- Section 17: GRANTEE MONITORING AND OVERSIGHT
  - G. Desk Reviews Fiscal Oversight
- Section 19: WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS





## TAKEAWAYS

- Adhere to Grant Agreement!!!
- Meet the due dates
- Include BSCC required language in subcontracts & update NGO Assurances
- Keep Contact Information Current
- Know when you need prior approval
- Read the Admin Guide!!







## **QUESTIONS?**