



# **2023 Title II Grant Program - Tribal**

## **REQUEST FOR PROPOSALS**

### **Eligible Applicants:**

Federally Recognized Indian Tribes in California  
Designated Nonprofit Nongovernmental Organizations

**Grant Period:** October 1, 2023, to December 31, 2026

**RFP Released:** April 13, 2023

**Letters of Intent Due:** May 5, 2023

**Proposals Due:** June 9, 2023



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**NOTICE: California Public Records Act**

All documents submitted as a part of the Title II Grant Program Tribal 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.)

## PART I: GRANT INFORMATION

### Grant Program Background

The Juvenile Justice and Delinquency Prevention Act<sup>1</sup> (JJDPA) is the federal statute that establishes the Title II Grant Program. The U.S. Office of Juvenile Justice and Delinquency Prevention (OJJDP) administers the grant, in part, by awarding grants to states to support delinquency prevention and juvenile justice system improvement. The Board of State and Community Correction (BSCC) is the state agency that receives and administers California's Title II award. The BSCC must competitively award funds to units of local government, nonprofit, nongovernmental organizations (NGOs) (referred to as local private agencies in the JJDPA), or Indian tribes consistent with the purpose and intent of the JJDPA and California's Title II State Plan.

OJJDP requires states that receive Title II awards to establish a State Advisory Group to advise on Title II activities. In California, this State Advisory Group is the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP). The SACJJDP is a governor-appointed committee serving as a standing BSCC Executive Steering Committee (ESC) that works on behalf of the Governor to support policy and programs that improve outcomes for young people in the justice system. The SACJJDP developed California's 2021-2023 State Plan, which was then approved by the Board and accepted by OJJDP. This grant program will fulfill the goals and objectives of this State Plan and JJDPA requirements.

For more information about SACJJDP and the Title II State Plan click here: [https://www.bscc.ca.gov/s\\_titleiigrant/](https://www.bscc.ca.gov/s_titleiigrant/)

This Title II grant will fund:

1. Aftercare/Reentry
2. Alternatives to Detention and Placement
3. Community-Based Programs & Services
4. Diversion
5. Mentoring, Counseling & Training Programs
6. Job Training

This grant will target the reduction of the overrepresentation of Tribal youth in contact with the juvenile justice system.

Funds from the Title II Grant program have been set aside for federally recognized tribal governments that serve tribal youth, which will be awarded through this Request for Proposal (RFP) process.

This Title II Grant cycle will be funded from Federal Fiscal Year (FFY) 2021, 2022, and 2023 awards contingent upon OJJDP funding. OJJDP has not disclosed the amount of

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<sup>1</sup> Pub. L. No. 93-415 (1974), reauthorized and amended as the Juvenile Justice Reform Act (JJRA) of 2018 Pub. L. No. 115-385 (2018).

2023 funding California will receive as of February 2023. BSCC awards to grantees are contingent upon federal appropriations in FFY 2021, 2022, and 2023.

### Contact Information

This RFP provides the necessary information to submit a proposal to the BSCC. 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](mailto:jj_grants@bscc.ca.gov).

The BSCC will accept and respond to questions about this RFP until June 9, 2023. A frequently asked questions and answers (FAQs) document will be posted to the BSCC website and periodically updated through June 9, 2023.

### Proposal Due Date and Submission Instructions

Proposals must be received by **5:00 p.m. on Friday, June 9, 2023**. Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed proposal package. Please submit one (1) completed proposal package via email to: [jj\\_grants@bscc.ca.gov](mailto:jj_grants@bscc.ca.gov).

A complete proposal package will include:

- One (1) Portable Document Format (PDF) file that contains the signed Proposal Narrative and all required attachments as described on the Proposal Checklist.
- An Excel version of the Budget Attachment (Budget Tables and Budget Narrative). Do not submit the Budget Attachment in a PDF version.

**Note:** If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. (PST) on June 9, 2023, the proposal **will not** be considered for funding.

## Bidder's Conference

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of the Title II Grant Program Tribal Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. Topics may include but are not limited to proposal submission instructions, eligibility, program purpose areas, funding, and an overview of the evaluation requirements.

Prospective bidders may join via Zoom, or call in. Public access options for the Bidders' Conference are listed below:

### **Title II Grant Program Tribal Bidder's Conference**

Tuesday, May 2, 2023 | 10:00 a.m.

#### **Join by Zoom**

- <https://us02web.zoom.us/j/88913309859?pwd=QzRZZE8xOFFGbXJNTTMvZ3BWU3hmZz09>
- Meeting ID: 889 1330 9859 | Passcode: 339366

#### **Call In**

- Phone: 1-669-900-9128
- Meeting ID: 889 1330 9859 | Passcode: 339366

## Letter of Intent to Apply

Applicants interested in applying for the Title II Grant Program Tribal are asked, but not required, to submit a non-binding letter indicating their intent to apply. These letters will aid the BSCC in planning for the proposal review process. Please submit the letter in Microsoft Word or as a PDF.

There is no formal template for the letter, but it should be submitted via email and include the following information:

- Name of the Applicant (Nonprofit Nongovernmental Organization, or eligible Tribe);
- A brief statement indicating the Applicant's intent to submit a Proposal;
- Applicant representative's name and contact information

Failure to submit a Letter of Intent to Apply is not grounds for disqualification. Prospective Applicants that submit a Letter of Intent and decide later not to apply will not be penalized. Please email your non-binding Letter of Intent to Apply by **May 5, 2023**. Please identify the email subject line as "Title II Letter of Intent to Apply" and email the letter to: [jj\\_grants@bscc.ca.gov](mailto:jj_grants@bscc.ca.gov)



## Title II 2021-2023 State Plan

This Title II Grant Program Tribal provides alternatives to detention, promotes youth safety and well-being while in custody, and identifies and supports 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. In support of these efforts, funded programs should:

- Align with the recommendations, as applicable, identified in the Title II 2021-2023 State Plan;
- Use promising, data-driven, and innovative practices;
- As applicable, use individualized case plans;
- Be culturally responsive;
- Be locally relevant; and
- Offer measurable outcomes.

## Target Population

Services and programs proposed in response to this RFP must be designed to serve Tribal Youth who are at-risk and/or have been under the jurisdiction of the juvenile justice system and are under the age of 26.

## Grant Program Description

### Eligibility to Apply <sup>2</sup>

Applicants for Title II Grant Program - Tribal funding must be a:

1. A federally recognized Indian tribe, as described by the Juvenile Justice Reauthorization Act<sup>3</sup>; **Or**
2. A Private nonprofit agency, organization, or institution designated by a federally recognized Indian tribe to implement the Title II grant program.

Applicants that do not meet the above criteria will not be considered for funding.

### Definition of Lead Agency

Two or more applicants may partner to submit a joint proposal, but one must be designated as Lead Agency for contracting purposes. An applicant may not apply as Lead Agency for more than one proposal.

Non-lead agencies (including NGOs) may serve as a partner on more than one proposal. All NGOs must meet the eligibility criteria in Appendix C, "Criteria for Non-governmental Organizations Receiving Title II Grant Program Tribal Funds".

### Eligible Activities – Program Purpose Areas

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<sup>2</sup> See Appendix A.

<sup>3</sup> See 34 U.S.C. 11103(18).

To support targeted delinquency prevention and intervention efforts, OJJDP developed a comprehensive list of Program Purpose Areas (PPAs) that are permissible uses of Title II funds. The SACJJD further refined the PPAs that California would fund in the 2021-2023 Title II State Plan.

Applicants for Title II Grant Program Tribal must identify at least one PPA that the program will address. Applicants may address more than one PPA or a combination of PPAs. There are six (6) PPAs an applicant may select from as shown below:

- Aftercare/Reentry
- Alternatives to Detention and Placement
- Community Based Programs
- Diversion
- Mentoring, Counseling, and Training Programs
- Job Training

The Goals and Objectives for each PPA are provided below as context for the specific proposal requirements.

### **Aftercare/Reentry**

Community-based programs that prepare targeted youth to successfully return to their homes and communities after confinement in a training school, youth correctional facility, or other secure institution. These programs focus on preparing youth for release and providing a continuum of follow-up, post-placement services to promote successful reintegration into the community.

**Goal:** Ensure that youth, upon entering a secure detention facility, are informed about and engaged in developing a robust reentry plan. This should be part of a comprehensive case planning process that addresses the most critical needs of the individual and provides a broad array of services.

**Objectives:**

- Increase the number of youth in custodial settings with individual case plans in place that incorporates robust reentry models/plans;
- Identify and support successful and emerging aftercare/reentry models;
- Examine strategies to incentivize successful reentry programs that also address basic needs such as housing, employment and mental health care.
- Increase the number of case plans, including reentry components, that consider the youth's environment and rely on collaboration with families and local support systems; and
- Educate the public about the importance of affording youth a second chance.

### **Alternatives to Detention and Placement**

These are community and home-based alternatives to incarceration and institutionalization, including for youth who need temporary placement such as crisis intervention, shelter, and aftercare, and for youth who need residential placement such as a continuum of foster care or group home alternatives that provide access to a comprehensive array of services.

**Goal:** Reduce the number of youth arrested and held in secure juvenile facilities.

**Objectives:**

- Expand the use of and increase the options for holistic alternatives to arrest, detention and out of home placement;
- Increase awareness regarding the detrimental effect of arrest and incarceration on youth;
- Build strategic local partnerships that will serve to increase the awareness and use of effective alternatives to arrest, detention and placement; and
- Create a vehicle for community-based, self-esteem-building and healing-centered alternatives to arrest, detention and placement.

### **Community Based Programs**

Designed to include Parents and other family members to strengthen families and to help keep youth in the home; programs support youth and their families during and after confinement to ensure the youth's safe return to the home and to strengthen the families; and can be designed for parents with limited English-speaking ability.

**Goal:** Increase the availability of, and access to, community-based and community-run programs and services that help youth, and their families, who are at risk of entering the juvenile justice system or have already entered the system.

**Objectives:**

- Increase access to community-based and community-run support programs and services for youth, parents and families;
- Promote community-defined success through effective, culturally relevant and gender responsive evaluation strategies and policies; Expand cultural and linguistic services for youth, parents and families; and Foster collaboration between community-based and community-run providers and justice system agencies including law enforcement, probation, and the courts.

### **Diversion**

Programs to divert youth from entering the juvenile justice system, including restorative justice programs such as youth or teen courts, victim-youth mediation, and restorative circles.

**Goal:** Increase the number of youth diverted from the juvenile justice system.

**Objectives:**

- Increase the availability and use of diversion practices and programs;
- Use evidence-based assessments that increase objectivity and reduce implicit bias in decision making; and
- Expand awareness and resources for effective non-arrest alternatives, including restorative justice programs, that teach youth to accept responsibility for their actions.

### **Mentoring, Counseling, and Training Programs**

Programs to develop and sustain a one-to-one supportive relationship between a responsible adult age 18 or older (a mentor) and an at-risk youth, a youth who has offended, or a youth who has contact with a parent or legal guardian who is or was incarcerated and contact is on a regular basis (a mentee). These programs may support academic tutoring, vocational and technical training, and drug and violence prevention counseling.

**Goal:** Promote culturally relevant mentoring, counseling, and training programs that enhance resilience and empower youth.

**Objectives:**

- Increase mentor recruitment and development to foster more mentor-mentee matches;
- Expand opportunities for youth to participate in drug and violence prevention counseling; and
- Increase vocational and technical training opportunities.

### **Job Training**

Providing job training services is an effective strategy to dissuade delinquency and system involvement for at-risk youth, particularly those out of school and in high-risk situations. The SACJJDP intends to support employment training programs for at-risk youth that prepare participants for employment, provide mentorship and other support services, provide job placements, and make resources available to assist participants retain employment. This comprehensive approach requires collaboration among community-based organizations and employment service agencies. SACJJDP will support projects that enhance the employability of youth or prepare them for future employment by supporting the collaboration between these community-based organizations that provide mentorship and agencies that provide job training and job placement services such as: advocacy centers, educational institutions, and workforce investment boards.

**Goal:** Incorporate projects that enhance the employability of youth and prepare them for future employment and provide job training and placement services.

**Objectives:**

- Enhance collaboration between community-based organizations and service providers to provide job training services for youth and job placement services.

## Project Cycle and Funding Information

### Grant Period

Successful applicants will be funded for a three-year grant project service period commencing on October 1, 2023, and ending on September 30, 2026, and a final evaluation period commencing on October 1, 2026, ending December 31, 2026.

An additional three (3) months (October 1, 2026 through December 31, 2026) will be included in the grant agreement for the sole purposes of:

- Finalizing and submitting a required Local Evaluation Report, and
- Finalizing and submitting any required financial audit.

### Funding Availability

Successful applicants will be funded subject to California receiving federal Title II funding for the next (3) three years. In addition to this funding contingency, funding is contingent upon adherence to federal guidelines, Title II Tribal RFP and BSCC grant agreement requirements and applicable statutes, and the grantee's ability to demonstrate that annual successful progress is being made towards its proposal goals and objectives.

\$350,000 will be available for the first year of the grant cycle (October 1, 2023 – September 30, 2023). Funding amounts for the second year (October 1, 2024 - September 30, 2024), third year (October 1, 2025 – September 30, 2025), and final evaluation period (October 1, 2026 – December 31, 2026) are contingent on OJJDP Title II awards and amounts not yet known.

The maximum amount of funding available is \$350,000 annually.

Applicants must apply for the same amount of funding for all three years (e.g., first year: \$350,000, second year: \$350,000, and third year: \$350,000; totaling \$1,050,000 for a three-year period). Grantees may be able to carry unspent funds into the next calendar year, with prior BSCC approval. It is extremely important applicants plan and budget carefully and apply only for funding they can justify by services offered and the target population served each year of the three-year grant period.

Applicants are required to request only the amount of funds needed to support their proposal and not base the request solely on the maximum allowed annually (\$350,000).

### Funding Distribution & Funding Thresholds

Applicants must receive at least 66% of the total points available to be considered for funding. These eligible applicants will compete in one category. The highest scoring proposal that meets the minimum scoring threshold submitted by a California tribal applicant or applicant Lead agency partnering with a California tribe will be funded.

### Match Requirement

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

### Pass-Through Requirement for Tribes

Indian Tribes are required to pass through a minimum of 70% of grant funding to at least one direct service provider. A direct service provider must be a non-governmental

organization. An Indian Tribe can satisfy the pass-through requirement if the Indian Tribe provides direct services.

For purposes of the pass-through requirement, pass-through 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 NGO criteria does not apply to government organizations (e.g., counties, cities, school districts, or federally recognized Indian tribes).

## Project Evaluation Requirements

### Local Evaluation Plan and Final Local Evaluation Report

In addition to quarterly progress reports, projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan (LEP), three months post-award, and, (2) a Local Evaluation Report (LER), after the conclusion of the grant. Evaluation planning, oversight, and reporting activities may be funded by up to 5% of the total Title II Grant Program award and can be included within the applicant's proposed budget. See Appendix E Glossary of Terms, for key definitions related to project evaluation.

- **Local Evaluation Plan** - The purpose of the LEP is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relationship to each of its goals and objectives identified in the Proposal. LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix E for a sample of the evaluation components.
- **Local Evaluation Report** - Following project completion, grantees are required to complete a final LER which must be in a format prescribed by the BSCC. The purpose of the final LER is to determine whether the overall project was effective in meeting the goals laid out in the LEP. To do this, the grantee must assess and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the LER will be made available to successful applicants.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Title II Grant Program Tribal grant funds and should be identified within the applicant's proposed budget.

Note: To the extent the local evaluation plan involves research in which either: (1) data is obtained through intervention or interaction with an individual or (2) identifiable private information is obtained from program participants, the local evaluation plan must comply with the requirements of 28 C.F.R. Part 46. This includes compliance with all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. For additional information on whether 28 C.F.R. Part 46 applies to your local evaluation plan, please see:

<https://ojp.gov/funding/Apply/Resources/ResearchDecisionTree.pdf>

### **Title II 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. The BSCC's ESCs are composed of subject matter experts, community partners, and interested parties representing both the public and private sectors. The BSCC makes every attempt to include a diverse representation on its ESCs, in breadth of experience, geography and demographics.

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. Not only do the ESCs develop RFPs, but members of the ESC also read and rate the proposals submitted by prospective grantees. Once the proposal evaluation process is complete, ESCs submit grant award recommendations to the BSCC Board and the Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The SACJJDP established a Title II ESC for the purpose of this grant cycle. This Title II 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 G.

### **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 the SACJJDP that participated in the development of the RFP or approving awards from receiving funds awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Title II ESC membership and the SACJJDP rosters and ensuring that no grant dollars are passed through to any entity represented by the Title II ESC or participating member of the SACJJDP.

See Appendix F for the State Advisory Committee for Juvenile Justice and Delinquency Prevention Membership Roster and Appendix G for the Title II Grant ESC Roster or visit the website at: [http://www.bscc.ca.gov/s\\_titleiigrant](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 - PLEASE REVIEW CAREFULLY

Disqualification means the proposal will not advance to the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

The following will result in a disqualification:

- An electronic version of the complete proposal package is not received by 5:00 p.m. PST on Friday, June 9, 2023.
- The applicant does not meet the following criteria: (1) a Nonprofit Nongovernmental Organization, or (2) a Federally recognized Indian Tribe (See Appendix B for list of eligible Indian Tribes).
- The Proposal does not address one of the required Program Purpose Areas
- Applicant's funding request exceeds allowable amounts
- Budget Attachment (Excel document) is incomplete, or the total amount included in the budget table does not match the requested amount included elsewhere in the application.
- Proposal Package does not contain items #1-10 listed in the Proposal Checklist. (Note: all of the items on the Proposal Checklist should be submitted and are required prior to grant agreement executed.)

### Proposal Rating Process

Unless disqualified, proposals will advance to the Proposal Rating Process. The Title II Grant Program 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 proposal.

The ESC members will base their ratings on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Sections. ESC member ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the ESC's funding recommendations. It is anticipated that SACJJDP will act on those recommendations at its August 24, 2023, meeting and the BSCC Board will act on the recommendations at its

meeting on September 14, 2023. Applicant agencies and partners are not to contact members of the ESC, SACJJDP or 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 are asked to address each of these factors as a part of their proposal. The Title II 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 Grant Program Tribal Rating Factors and Scoring System

Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
Project Need	0 - 5	25%	37.5
Project Description	0 - 5	30%	45
Project Organizational Capacity and Coordination	0 - 5	20%	30
Project Evaluation and Monitoring	0 - 5	10%	15
Project Budget	0 - 5	15%	22.5
<b>Maximum Proposal Score</b>		<b>100%</b>	<b>150</b>

**\*\*\*PLEASE NOTE: TO BE CONSIDERED FOR FUNDING, A PROPOSAL MUST MEET A MINIMUM WEIGHTED SCORE OF 99 (66% OF THE 150 MAXIMUM PROPOSAL SCORE)\*\*\***

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 0-5, according to the Six-Point Rating Scale shown below. For each rating factor, the rating point received is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with the Rating Factor to arrive at the Weighted Rating Factor Score. The Weighted Rating Factor Scores are then added together for a final overall proposal score.

#### Six-Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a <b>very inadequate</b> way.	The response addresses the criteria in a <b>non-specific or unsatisfactory</b> way.	The response addresses the criteria in an <b>adequate</b> way.	The response addresses the criteria in a <b>substantial</b> way.	The response addresses the criteria in an <b>outstanding</b> way.

#### Scoring Threshold/Minimum Score

To be considered for funding, a proposal must meet a threshold of **66 percent (66%)**, or minimum proposal score of **99** total points, to be considered for funding.

## 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 H for a Sample Grant Agreement.

The Grant Agreement start date is expected to be October 1, 2023. 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. Work, services, and encumbrances which occur after the start date but prior to grant agreement execution have the potentiality of being disallowed or 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

Before the grant award can be finalized and funds awarded, a successful applicant must submit either a resolution from its Governing Board or tribal council that delegates authority to the individual authorized to execute the grant agreement or sufficient documentation indicating that the individual who signs the grant agreement has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer or other governing board resolution delegating authority).

Non-profit/501(c)(3) applicants or business entities with boards of directors must provide evidence that the person signing the grant agreement has signing authority, which may include articles of incorporation, bylaws, or a board resolution conferring authority to the signatory.

This documentation is not required at the time of proposal submittal, but applicants are advised that the grant agreement will not be fully executed, nor will any financial invoices be processed for reimbursement until the required documentation has been received by the BSCC.

A sample Resolution can be found in *Appendix I*.

### Audit Requirements

An organization that expends \$750,000 or more during the fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the federal provisions.

Organizations expending less than \$750,000 during their fiscal year are not required to have an annual audit for the year but must ensure that their grant related records are made available to the BSCC.

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.

## **Supplanting**

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. 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.

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.

## **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, Day-to-Day Contact, and the Evaluator must attend. Grant recipients may use Title II Grant Program Tribal funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include anticipated 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 down 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 J 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)**

A NGO receiving BSCC funds must use the 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. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.

### **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 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 K certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

### **Compliance Monitoring Visits**

BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements.

For your reference, the Comprehensive Monitoring Visit checklist can be found on our [website](#).

## **Federal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the approved application, 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 H) to review the 2020 and 2021 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

## **Promising, Data-Driven, and Innovative Approaches**

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. Applicants seeking funding through this grant process are required to use data and research to drive decision-making in the development, implementation, and evaluation of their overall projects.

Applicants are therefore required to use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects. Applicants should be able to demonstrate that their proposal is linked to the implementation of practices and strategies supported by data.

The SACJJDP also encourages grantees to employ the core principles of evidence-based practice (EBP) or community defined evidence practices (CDEP), 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, the SACJJDP 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 are required to demonstrate that they will adhere to the basic principles of evidence-based practice (e.g., using data and research to drive decision-making) in the development, implementation, and evaluation of their overall projects.

The concept of evidence-based practice was developed outside of criminal justice and is commonly used in other applied fields such as medicine, nursing, and social work. In criminal justice, this term marks a significant shift by emphasizing measurable outcomes and ensuring that services and resources are effective in achieving the desired outcomes. The BSCC is committed to supporting this focus on better outcomes for the entire criminal justice system and for those involved in it.

For this RFP, applicants should focus on the following three basic principles:

**1. Is there evidence or data to suggest that the intervention or strategy is likely to work, i.e., produce a desired benefit?**

For example, was the intervention or strategy selected used by another jurisdiction with documented positive results? Is there published research on the intervention chosen to implement showing its effectiveness? Is the intervention or strategy being used by another jurisdiction with a similar problem and similar target population?

**2. Once an intervention or strategy is selected, will you be able to demonstrate that it is being carried out as intended?**

For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented in another jurisdiction, are there procedures in place to ensure that the model is followed closely (so the project is more likely to achieve similar desired outcomes)?

**3. Is there a plan to collect evidence or data that will allow for an evaluation of whether the intervention or strategy worked?**

For example, will the intervention or strategy selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Are there processes in place to identify, collect and analyze that data/evidence?

Applicants are encouraged to develop an overall project that incorporates these principles and is tailored to fit the needs of the communities they will 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 the collection of narrative data/information.

Additional resources on evidence-based programs and promising programs and practices are provided in Appendix N.

### Summary of Key Dates

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

Activity	Tentative Date
Release Request for Proposals Solicitation	April 13, 2023
Bidders' Conference	May 2, 2023
Letter of Intent Due to the BSCC	May 5, 2023
<b>Grant Proposal/Application Due to the BSCC No later than 5:00 p.m.</b>	<b>June 9, 2023</b>
Proposal Rating Process and Development of Funding Recommendations	June 2023
SACJJDP Meeting for approval of Funding Recommendation to BSCC Board.	August 24, 2023
BSCC Board Meeting for Funding Approval	September 14, 2023
Grants Begin/Contracts Expected to Commence	October 1, 2023
Mandatory Grantee Orientation	To Be Determined (November 2023)



## 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
- Program Proposal Narrative and Program Budget
  1. Project Need
  2. Project Description and Work Plan
  3. Project Organizational Capacity and Coordination
  4. Project Evaluation and Monitoring
  5. Project 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.

Note: Proposals exceeding the page limit shall not automatically be disqualified. However, BSCC staff shall remove ALL pages in excess of the page limit before forwarding the proposal to the ESC for rating, which may negatively impact a proposal's score. If line spacing, formatting, or font size results in the inclusion of additional content in excess of prescribed page limits, excess pages shall be removed, or the proposal may be disqualified. Illegible or unreadable proposals shall be disqualified.

For the Proposal Narrative, address each of the five (5) sections below. Each section should be titled according to its section header as provided (e.g., Project Need, Project Description, Project Organizational Capacity and Collaboration, and Project Evaluation and Monitoring). 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, Project Work Plan, endnotes, letters of commitment, or other required attachments.

It is up to the applicant to determine how to best 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.

**Address the following in narrative form:**

Rating Criteria for Project Need 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	Describe current racial and ethnic disparities which demonstrate need in the proposed project.

1.3	Identify service gaps that contribute to the need (e.g., programs, accessibility, service area, geographic location).
1.4	Identify the target population (e.g., gender, age, system involved, criminogenic factors, or other risk factors) to be served by the grant. Selection of the target population includes, when appropriate: <ul style="list-style-type: none"> <li>needs of underserved populations (e.g., disparities based on race, ethnicity, gender, LGBTQIA+, immigration status, socioeconomic status, abilities).</li> <li>relationship of the identified target population to the purpose of the grant.</li> </ul>
1.5	Relevant local qualitative and/or quantitative data with endnote citations in support of the need are provided.
1.6	Describe the process used to receive input to determine the need of the community or impacted populations.

**Address the following in narrative form:**

<b>Rating Criteria for Project Description</b> Weighted at 30%	
2.1	Describe the proposed project goals, objectives and impact that include the relationship to the need and intent of the Title II Grant Program and the identified program purpose areas.
2.2	Provide a completed Work Plan (Attachment A of the Title II proposal) which is appropriate for the proposed project and aligns with the need and intent of the Title II Grant Program. The plan identifies the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates.
2.3	Describe the proposed services/interventions of the project. Description should include: <ul style="list-style-type: none"> <li>how the services will be delivered, including length and duration.</li> <li>how trauma-aware approaches will be implemented.</li> <li>how the program includes key elements of one or more of the Title II program purpose areas.</li> <li>how the services/interventions will address the racial and ethnic disparities identified in Program Need.</li> </ul>
2.4	Provide a rationale for the proposed project which includes: <ul style="list-style-type: none"> <li>The selection of evidence-based, promising, informed, data-driven, community/culturally defined or innovative practices, interventions, and services.</li> </ul>

	<ul style="list-style-type: none"> <li>• A description of relevant evidence, findings, or research to support the selection of the proposed project for the target population and the community.</li> </ul>
2.5	<p>For project participants, describe:</p> <ul style="list-style-type: none"> <li>• The total number of individuals projected to be served in relation to the target population.</li> <li>• The plan for selecting individuals for the program who are representative of the target population (e.g., enrollment process).</li> <li>• The plan for selecting the types and kinds of services that will be received by participants (e.g., screening, assessment tools).</li> </ul>

**Address the following in narrative form:**

<b>Rating Criteria Project Organizational Capacity and Coordination</b> Weighted at 20%	
3.1	Describe the readiness for development and implementation of the proposed project.
3.2	<p>If collaborating with other partner agencies, describe:</p> <ul style="list-style-type: none"> <li>• The process to select project partners or potential partners (agencies, contractors, stakeholders, private and/or public).</li> <li>• Suitability of the services provided by the project partners or potential partners.</li> <li>• Include key partners' letters of commitment describing involvement aligned with the proposed strategy.</li> </ul>
3.3	Describe the applicant agencies and partner's (if known) 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.)
3.4	Describe a plan for continued engagement with the larger community throughout the grant cycle.

**Address the following in narrative form:**

<b>Rating Criteria for Project Evaluation and Monitoring</b> Weighted at 10%	
4.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation (process and outcome) and how monitoring activities will be incorporated in the various phases of the project (e.g. start-up, implementation, service delivery period).

4.2	Identify the process and outcome measures that are quantifiable and in line with the intent of the proposal and the objectives listed in the Work Plan.
4.3	Describe the preliminary plan for how to collect and evaluate baseline and outcome data related to the process and outcome measures identified in 4.2. Describe a plan for entering into data sharing agreements, if necessary.

As part of the application process, applicants are required to submit the 2023 Title II Grant Tribal RFP Budget Attachment (Budget Attachment). Upon submission, the Budget Attachment will become Section 5: Project 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 the Project Budget worksheet in the Budget Attachment and submit it to the BSCC in excel format.

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 2023 Title II Grant Tribal RFP Budget Attachment:**

<b>Rating Criteria for Project Budget</b> <b>Applied to both Program Budget Table and Program Budget Narrative</b> Weighted at 15%	
5.1	Provide complete and detailed budget information in each section of the Budget Attachment (link below) which includes: <ul style="list-style-type: none"> <li>• Expenses that are appropriate for the project's goals and planned activities.</li> <li>• A brief explanation justifying each expense tied to the services offered and target population served.</li> <li>• Describe within each budget section how the expenditures are being applied to the benefit of project participants.</li> </ul>

**To access the Budget Attachment, click [here](#). Do not modify 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 Grantee Resources on the Corrections Planning and Grant Programs page:

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

# APPENDICES

## **Appendix A: Juvenile Justice Delinquency and Prevention Act of Reauthorization 2018**

The Juvenile Justice and Delinquency Prevention Act of 1974 (as Amended Through P.L. 115-385, enacted December 21, 2018):

<https://ojjdp.ojp.gov/publications/JJRA-2018>

**Appendix B: Federally Recognized California Tribes**  
**U.S. Department of Interior, Bureau of Indian Affairs as of January 12, 2023**

<b>No.</b>	<b>TRIBE</b>
1	Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
2	Alturas Indian Rancheria, California
3	Augustine Band of Cahuilla Indians, California
4	Bear River Band of the Rohnerville Rancheria, California
5	Berry Creek Rancheria of Maidu Indians of California
6	Big Lagoon Rancheria, California
7	Big Pine Paiute Tribe of the Owens Valley
8	Big Sandy Rancheria of Western Mono Indians of California
9	Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
10	Bishop Paiute Tribe
11	Blue Lake Rancheria, California
12	Bridgeport Indian Colony
13	Buena Vista Rancheria of Me-Wuk Indians of California
14	Cabazon Band of Mission Indians, California
15	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
16	Cahto Tribe of the Laytonville Rancheria
17	Cahuilla Band of Indians
18	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
19	California Valley Miwok Tribe, California



No.	TRIBE
20	Capitan Grande Band of Diegueno Mission Indians of California (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California)
21	Capitan Grande Band of Diegueno Mission Indians of California: Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California
22	Cedarville Rancheria, California
23	Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
24	Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
25	Chicken Ranch Rancheria of Me-Wuk Indians of California
26	Cloverdale Rancheria of Pomo Indians of California
27	Cold Springs Rancheria of Mono Indians of California
28	Coyote Valley Band of Pomo Indians of California
29	Dry Creek Rancheria Band of Pomo Indians, California
30	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
31	Elk Valley Rancheria, California
32	Enterprise Rancheria of Maidu Indians of California
33	Ewiiapaayp Band of Kumeyaay Indians, California
34	Federated Indians of Graton Rancheria, California
35	Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
36	Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
37	Fort Mojave Indian Tribe of Arizona, California & Nevada
38	Greenville Rancheria
39	Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
40	Guidiville Rancheria of California

No.	TRIBE
41	Habematolel Pomo of Upper Lake, California
42	Hoopa Valley Tribe, California
43	Hopland Band of Pomo Indians, California
44	Ilipay Nation of Santa Ysabel, California
45	Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
46	Ione Band of Miwok Indians of California
47	Jackson Band of Miwuk Indians
48	Jamul Indian Village of California
49	Karuk Tribe
50	Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
51	Kletsel Dehe Band of Wintun Indians
52	Koi nation of Northern California
53	La Jolla Band of Luiseno Indians, California
54	La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
55	Lone Pine Paiute-Shoshone Tribe
56	Los Coyotes Band of Cahuilla and Cupeno Indians, California
57	Lytton Rancheria of California
58	Manchester Band of Pomo Indians of the Manchester Rancheria, California
59	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
60	Mechoopda Indian Tribe of Chico Rancheria, California
61	Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California

<b>No.</b>	<b>TRIBE</b>
62	Middletown Rancheria of Pomo Indians of California
63	Mooretown Rancheria of Maidu Indians of California
64	Morongo Band of Mission Indians, California
65	Northfork Rancheria of Mono Indians of California
66	Pala Band of Mission Indians
67	Paskenta Band of Nomlaki Indians of California
68	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California
69	Pechanga Band of Indians
70	Picayune Rancheria of Chukchansi Indians of California
71	Pinoleville Pomo Nation, California
72	Pit River Tribe, California
73	Potter Valley Tribe, California
74	Quartz Valley Indian Community of the Quartz Valley Reservation of California
75	Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona
76	Ramona Band of Cahuilla, California
77	Redding Rancheria, California
78	Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California
79	Resighini Rancheria, California
80	Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California
81	Robinson Rancheria
82	Round Valley Indian Tribes, Round Valley Reservation, California
83	San Pasqual Band of Diegueno Mission Indians of California

No.	TRIBE
84	Santa Rosa Band of Cahuilla Indians, California
85	Santa Rosa Indian Community of the Santa Rosa Rancheria, California
86	Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California
87	Scotts Valley Band of Pomo Indians of California
88	Sherwood Valley Rancheria of Pomo Indians of California
89	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California
90	Soboba Band of Luiseno Indians, California
91	Susanville Indian Rancheria, California
92	Sycuan Band of the Kumeyaay Nation
93	Table Mountain Rancheria
94	Tejon Indian Tribe
95	Timbisha Shoshone Tribe
96	Tolowa Dee-ni' Nation
97	Torres Martinez Desert Cahuilla Indians, California
98	Tule River Indian Tribe of the Tule River Reservation, California
99	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
100	Twenty-Nine Palms Band of Mission Indians of California
101	United Auburn Indian Community of the Auburn Rancheria of California
102	Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
103	Wilton Rancheria, California
104	Wiyot Tribe, California
105	Yocha Dehe Wintun Nation, California

No.	TRIBE
106	Yuhaaviatam of San Manuel Nation
107	Yurok Tribe of the Yurok Reservation, California

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

The Title II Grant Program Tribal Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations providing service with grant funds.<sup>4</sup> Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Title II Grant Program Tribal funds.

Any non-governmental organization that receives Title II grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Title II grantee;
  - Non-governmental entities 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 start date of the grantee-subcontractor 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 in the State of California. (An agent for service of process with a California address is insufficient.)

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"/>

<sup>4</sup> Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, 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, etc.).

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 RFP. These records will be subject to all records and retention language in the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO 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.**

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

SAMPLE

### **Community Defined Evidence Practice**

Community Defined Evidence Practice (CDEP) 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 Competence**

Cultural competence<sup>5</sup> is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

The word **culture** is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word **competence** is used because it implies having the capacity to function effectively. Five essential elements contribute to a system's institution's, or agency's ability to become more culturally competent which include:

1. Valuing diversity
2. Having the capacity for cultural self-assessment
3. Being conscious of the dynamics inherent when cultures interact
4. Having institutionalized culture knowledge
5. Having developed adaptations to service delivery reflecting an understanding of cultural diversity

These five elements should be manifested at every level of an organization including policy making, administrative, and practice. Further these elements should be reflected in the attitudes, structures, policies and services of the organization.

### **Evidence-based**

Evidence-based practices are programs and strategies that have been found effective at improving positive or preventing negative health outcomes, using rigorous scientific research methods. Programs and strategies may be evidence-based across all populations, or only for particular cultures and identities.

### **Promising Practices**

Promising practices are programs and strategies that have shown some positive results and potential for improving desired health outcomes. They may have evidence from use in real-world settings, a strong theoretical framework, and/or expert opinion, but have not been fully replicated in scientific studies. Depending on the level of scientific evidence, these are sometimes referred to as “evidence-informed,” “research-supported,” or “emerging” practices.

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<sup>5</sup> Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). *Towards A Culturally Competent System of Care, Volume I*. Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.



Applicants may find it helpful to review the information on evidence-based practices in Appendix L of this RFP as well as in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at: <https://www.samhsa.gov/ebp-resource-center>.

### **Financial Audit**

A financial audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

### **Non-Governmental Organization**

A non-governmental organization (NGO) is a local public organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In the context of the Proud Parenting Grant Program, an NGO is generally considered to be a non-government, non-law enforcement organization that provides services individuals that are at risk of involvement or already involved with the justice system. In this RFP, NGOs and nonprofit organizations are also referred to as CBOs or Community-Based Organizations (CBOs).

### **Trauma**

Trauma is an experience(s) that causes intense physical and psychological stress reactions. It can refer to a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, cognitive, or spiritual well-being.

### **Trauma-Informed Approach**

A trauma-informed approach is one in which all parties involved recognize and respond appropriately to the impact of traumatic stress designed to the youth's individual needs and ensure the physical and psychological safety of all youth, family members, and staff. A trauma-informed approach realizes the prevalence of trauma and why a trauma-informed approach is important; recognize how trauma affects all individuals in an organization, program, system, and/or workforce; responds effectively and with compassion; and actively works to resist re-traumatization.

### **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" (Hopper, Bassuk, & Olivet, 2010, p. 82). 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.

Examples of program objectives<sup>6</sup>:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.

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<sup>6</sup> 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*. .

- To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

## **EVALUATIVE TERMS**

### **Local Evaluation Plan and Local Evaluation Report<sup>7</sup>**

The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program achieved its goals and objectives. Outcome measures are designed to answer the question: “What results did the program produce?” Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

### **Goal versus Objective**

Goals and objectives are necessary components of the Local Evaluation Plan and the Project Work Plan. These common terms are 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 program<sup>8</sup>.

Examples of goal statements<sup>9</sup>:

- To reduce the number of serious and chronic juvenile offenders.
- To reduce the number of youths who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.
- To make improvements in academic behavior and/or achievement.
- To reduce rates of youth substance use in the target area.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three (3) elements:<sup>10</sup>

<sup>7</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <https://ojjdp.ojp.gov/library/publications/juvenile-justice-program-evaluation-overview>

<sup>8</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved <https://ojjdp.ojp.gov/library/publications/juvenile-justice-program-evaluation-overview>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <https://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>

<sup>9</sup> *Id.* At p. 4.

<sup>10</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <https://ojjdp.ojp.gov/library/publications/juvenile-justice-program-evaluation-overview>

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

Examples of program objectives:<sup>11</sup>

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

## **Process Evaluation versus Outcome Evaluation**

### **Process Evaluation<sup>12</sup>**

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

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.
- Number of trainings conducted.
- Number of neighborhood meetings conducted.

### **Outcome Evaluation<sup>13</sup>**

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

- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

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

## **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,

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<sup>11</sup> *Id.*

<sup>12</sup> *Id.* at pp. 7.

<sup>13</sup> *Id.* at pp. 7-8.

Cullen, Lipsey and others.<sup>12</sup> 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 numerous scholars (Andrews et al., 1990<sup>13</sup>; Cullen and Gendreau, 2000<sup>14</sup>; Lipsey 1999<sup>15</sup>), 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

### **Qualitative Data**

Qualitative data (information) is based on written or spoken narratives. The purpose of qualitative data (information) is to explain and gain insight and understanding of events through collection of narrative data/information.

### **Quantitative Data**

Quantitative data is based on numbers and mathematical calculations. The purpose of quantitative data is to explain, predict, and/or control events through focused collection of numerical data

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<sup>12</sup> 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.

<sup>13</sup> 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.

<sup>14</sup> 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.

<sup>15</sup> Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

## Appendix E: Sample Local Evaluation Plan Components

The Title II Grant Program Tribal Local Evaluation Plan (LEP) should, at a minimum, address the following:

### **Project Description** as it pertains to the Title II Grant Program Tribal Project-

- Describe the intervention(s)/services/activities to be used in the project
- Define the target population (for example: gender age, system-involvement history, criminogenic factors, etc.)
- Define the criteria for participant eligibility
- Estimate the number of participants to receive an intervention(s)
- Describe the process for determining which interventions(s) a participant will receive
- Describe a plan to document the services within the intervention(s) provided to each participant
- Describe a plan for tracking participants in terms of progress in the project (for example start dates, attendance logs, dropouts, successful completions, etc.)

### **Project Evaluation Design-**

- Define project goals
- Define project objectives
- Define variables and measures that will be used to demonstrate whether each goal, and their corresponding objectives, were achieved
- Indicate who will be conducting the outcome evaluation (i.e., external contractor/agency, internal team/individual, etc.)
- Identify data sources
- Define criteria for determining participant success/failure in the project
- Describe the research design that will be used to complete the evaluation
  - o Identify and define all outcome measures
  - o How will the results be used to determine whether your project was effective?
  - o Include any comparisons made

### **Project Oversight-**

- Describe the project-oversight structure and overall decision-making process for the project
  - o Describe the research design for the process evaluation
  - o Identify and define all process evaluation measures
  - o Describe how the process measure data will be used to monitor the effectiveness of the project

## Appendix F: 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	Dr. B.J. Davis	Adjunct Professor	Alliant International University	Sacramento
5	Dr. Carly Dierkhising	Assistant Professor	CSU Los Angeles	Los Angeles
6	Juan Gomez	Director	Motivating Individual Leadership for Public Advancement	Los Angeles
7	Susan Harbert	Staff Attorney	Loyola Law School	Los Angeles
8	Gordon Jackson	National Director of Protect	3Strands Global Foundation	Sacramento
9	Ramon Leija	Advocate	Anti-Recidivism Coalition	Los Angeles
10	Kent Mendoza	Policy Coordinator	Anti-Recidivism Coalition	Los Angeles
11	Amika Mota	Prison Reentry Director	Young Women's Freedom Center	San Francisco
12	Winston Peters	Assistant Public Defender	Los Angeles County Public Defender's Office	Los Angeles

13	Dr. Mimi Silbert	Chief Executive Officer	Delancey Street Foundation	San Francisco
14	Dante Williams	Volunteer Juvenile Justice Chaplain	Sacramento County Probation Department	Sacramento
15	Elliott Housman-Turrubiate	Youth & Family Advocate Manager	Sacramento Native American Health Center	Sacramento
16	Michelle Guymon	Director	Child Trafficking Unit, Los Angeles County Sheriff's Department	Los Angeles

## Appendix G: 2022 Title II Grant Executive Steering Committee

### Title II Grant Program ESC Membership Roster

	Name	Title	Organization/Agency	County
1	Rachel Rios (Chair)	Executive Director	La Familia Counseling Center, Inc.	Sacramento
2	Hon. Brian Back	Judge	SACJJDP member, Ventura Juvenile Court	Ventura
3	Denise Villamil	Program Director Chair of the Board	ALMA Family Services Girls Today Women Tomorrow	Los Angeles
4	Hailey Jures	Consultant	Hailey Jures Consulting, LLC.	Los Angeles
5	Elliott Housman- Turrubiate	Youth & Family Advocate Manager	Sacramento Native American Health Center	Sacramento
6	Dr. B.J. Davis	Senior Manager of Training and Clinical Quality	WellSpace Health	Sacramento
7	Amanda Ayala	Project Manager II	Santa Clara County	Santa Clara
8	Gordon Jackson	National Director	3Strands Global Foundation	Sacramento



## Appendix H: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCCXXX23

### STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC XXX-23**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227**

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**XXX**

2. The term of this Agreement is:

START DATE

**October 1, 2023**

THROUGH END DATE

**December 31, 2026**

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, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	X
Exhibit B	Budget Detail and Payment Provisions	X
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	X
Exhibit E	2020 Title II Award Federal Conditions	X
Exhibit F	2021 Title II Award Federal Conditions	X
Attachment 1*	2023 Title II Grant Program Tribal Request for Proposals	*
Attachment 2	2023 Title II Grant Program Tribal Application for Funding	XX

\* This item is hereby incorporated by reference and can be viewed at: xxxxxxxxx

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

**XXX**

CITY

**XXX**

STATE

**XX**

ZIP

**XXX**

PRINTED NAME OF PERSON SIGNING

**XXX**

TITLE

**XXX**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

### STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

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 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 Grant Program Tribal Request for Proposals (incorporated by reference) and Attachment 2: 2022 Title II Grant Program Tribal 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:

Email:

**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:

## EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the Title II Grant Program Tribal 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. October 1, 2023 to December 31, 2023	January 15, 2024
2. January 1, 2023 to March 31, 2024	April 15, 2024
3. April 1, 2024, to June 30, 2024	July 15, 2024
4. July 1, 2024 to September 30, 2024	October 15, 2024
5. October 1, 2024 to December 31, 2024	January 15, 2025
6. January 1, 2025 to March 31, 2025	April 15, 2025
7. April 1, 2025 to June 30, 2025	July 15, 2025
8. July 1, 2025 to September 30, 2025	October 15, 2025
9. October 1, 2025 to December 31, 2025	January 15, 2026
10. January 1, 2026 to March 31, 2026	April 15, 2026
11. April 1, 2026 to June 30, 2025	July 15, 2026
12. July 1, 2026 to September 30, 2026	October 15, 2026

**Note:** Project service activity period ends September 30, 2026. The period of October 1, 2026 to December 31, 2026 is for completion of Final Local Evaluation Report and the financial audit only.

#### B. Evaluation Documents: 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).

	Due no later than:
1. Local Evaluation Plan	December 31, 2023
2. Final Local Evaluation Report	December 31, 2026

## EXHIBIT A: SCOPE OF WORK

C. Other: Grantees shall submit all other reports and data as required by the BSCC.

Due no later than:

Financial Audit (if applicable)

December 31, 2026

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds 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 Contract 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

## EXHIBIT A: SCOPE OF WORK

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 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.

## EXHIBIT A: SCOPE OF WORK

### 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.

SAMPLE  
GRANT  
AGREEMENT

## 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

#### Due No Later Than:

1. October 1, 2023 to October 31, 2023	December 15, 2023
2. November 1, 2023 to November 30, 2023	January 15, 2024
3. December 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to January 31, 2024	March 15, 2024
5. February 1, 2024 to February 29, 2024	April 15, 2024
6. March 1, 2024 to March 31, 2024	May 15, 2024
7. April 1, 2024 to April 30, 2024	June 15, 2024
8. May 1, 2024 to May 31, 2024	July 15, 2024
9. June 1, 2024 to June 30, 2024	August 15, 2024
10. July 1, 2024 to July 31, 2024	September 15, 2024
11. August 1, 2024 to August 31, 2024	October 15, 2024
12. September 1, 2024 to September 30, 2024	November 15, 2024
13. October 1, 2024 to October 31, 2024	December 15, 2024
14. November 1, 2024 to November 30, 2024	January 15, 2025
15. December 1, 2024 to December 31, 2024	February 15, 2025
16. January 1, 2025 to January 31, 2025	March 15, 2025
17. February 1, 2025 to February 29, 2025	April 15, 2025
18. March 1, 2025 to March 31, 2025	May 15, 2025
19. April 1, 2025 to April 30, 2025	June 15, 2025
20. May 1, 2025 to May 31, 2025	July 15, 2025
21. June 1, 2025 to June 30, 2025	August 15, 2025
22. July 1, 2025 to July 31, 2025	September 15, 2025
23. August 1, 2025 to August 31, 2025	October 15, 2025
24. September 1, 2025 to September 30, 2025	November 15, 2025
25. October 1, 2025 to October 31, 2025	December 15, 2025
26. November 1, 2025 to November 30, 2025	January 15, 2026
27. December 1, 2025 to December 31, 2025	February 15, 2026
28. January 1, 2026 to January 31, 2026	March 15, 2026
29. February 1, 2026 to February 28, 2026	April 15, 2026
30. March 1, 2026 to March 31, 2026	May 15, 2026
31. April 1, 2026 to April 30, 2026	June 15, 2026
32. May 1, 2026 to May 31, 2026	July 15, 2026
33. June 1, 2026 to June 30, 2026	August 15, 2026
34. July 1, 2026 to July 31, 2026	September 15, 2026
35. August 1, 2026 to August 31, 2026	October 15, 2026
36. September 1, 2026 to September 30, 2026	November 15, 2026

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

Final Local Evaluation Report Period Due no later than  
37. October 1, 2026 through December 31, 2026 February 15, 2027

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

SAMPLE  
GRANT  
AGREEMENT



## 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:

Quarterly Invoice Periods:	Due No Later Than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026

Final Local Evaluation Report Period

Due no later than

13. October 1, 2026 through December 31, 2026 February 15, 2027

*\*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, September 30, 2026, and included on the invoice due November 15, 2026. Project expenditures incurred after October 1, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of October 1, 2026 through December 31, 2026 and must be submitted on the last invoice, due February 15, 2027. 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. 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 federal appropriations as part of the federal budget process and made available through the authorization in the California Budget Act. It is mutually agreed that if Congress does not appropriate sufficient funds in subsequent years and/or the California Legislature does not provide sufficient appropriation authority during the term of years covered under this Grant Agreement, 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.
- A. If Title II Tribal Grant Program funding is reduced or falls below estimates contained within the Title II Tribal 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.
- B. 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 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: [https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/). The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

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

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

### **5. PROMPT PAYMENT CLAUSE**

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

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. 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. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### 8. PROJECT BUDGET

Program Budget (October 1, 2023 – December 31, 2026)		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. Project Evaluation and Data Collection		\$0
7. Other (Travel, Training, etc.)		\$0
8. Indirect Costs		\$0
<b>TOTAL</b>		<b>\$0</b>

**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

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

shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic 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 ascertaining 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.

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

**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.

( <https://www.dgs.ca.gov/OLS/Resources> )

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

**13. COMPENSATION:** The consideration to be a 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.

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

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

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

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

**19. SMALL BUSINESS PARTICIPATION AND DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract the Contractor made a commitment to achieve small business participation, then the 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 the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the 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



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

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).)

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## **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 Tribal Request for Proposals and Attachment 2: 2023 Title II Tribal 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 2020 and 2021 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 Grant Program Request for Proposals and Attachment 2: Title II 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 Tribal Grant Program RFP and described in Appendix A: Juvenile Justice Delinquency and Prevention Act of Reauthorization 2018
- 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.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **4. PROJECT ACCESS**

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

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. 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 Grant Program Tribal Request for Proposal and Attachment 2: 2023 Title II Tribal Application for Funding, or approved modifications;

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- 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 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

#### **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

#### **9. 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.

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## EXHIBIT E 2020 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 assurances or certifications 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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in 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. 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 34 U.S.C. 10271-10273), 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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

## EXHIBIT E 2020 TITLE II AWARD FEDERAL CONDITIONS

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 2020 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.

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/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ 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 (that is, moved and renumbered) 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



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incorporated by reference through award conditions, and references set out in other award requirements.

### 5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### 7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek

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a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

### 8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must 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.

The details of the recipient'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.

This condition does not apply to an award 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).

### 9. Employment eligibility verification for hiring under the award<sup>14</sup>

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

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<sup>14</sup> Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in California v. Barr, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020).

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C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

### 2. Monitoring

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

### 3. Allowable costs

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) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

## EXHIBIT E 2020 TITLE II AWARD FEDERAL CONDITIONS

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

### 10. 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.

### 11. 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: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### 12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

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, \$250,000). 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).

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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 \$250,000)), and are incorporated by reference here.

### 13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

#### 1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

#### 2. Monitoring

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

#### 3. Allowable costs

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) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

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A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

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.

### 15. 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").

### 16. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner



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(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 of 2010, and other applicable laws.

### 17. OJP Training Guiding Principles

Any training or training materials that the recipient -- 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>.

### 18. Effect of failure to address audit issues

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

### 19. Potential imposition of additional requirements

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

### 20. 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.

### 21. 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 basis of sex in certain "education programs."

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

## EXHIBIT E 2020 TITLE II AWARD FEDERAL CONDITIONS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, also sets out rules and requirements that pertain to recipient 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 28 C.F.R. Part 38 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.

### 23. 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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 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 renewing, 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 these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an



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appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 25. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### 26. 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 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

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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.

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

The recipient (and any subrecipient at any tier) 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 recipient 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.

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### 28. 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 recipients 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.

### 29. 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](mailto: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.

### 30. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

### 31. The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

### 32. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government.

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This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

33. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federalfinancial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. 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, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award 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).

***[Intentionally Omitted: award conditions 35 through 38, as originally set out in the award document, per [OJP Notice 42.](#)]***

39. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in compliance with 28 CFR § 22.23 to OJJDP for approval.
40. The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
41. The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. § 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.
42. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and a Grant Adjustment Notice has been issued to remove this special condition.

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### 43. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must 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 recipient 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.

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1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) 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, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 2022 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. 200.334.

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. 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 200.1) within the scope of an



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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.

### 4. OJP Training Guiding Principles

Any training or training materials that the recipient -- 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://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

### 5. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 6. Effect of failure to address audit issues

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

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### 7. 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 assurances or certifications 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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in 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. 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 34 U.S.C. 10271-10273), 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.

### 8. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.



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Currently, 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, currently, also sets out rules and requirements that pertain to recipient 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 28 C.F.R. Part 38 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.

9. 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.

10. 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 basis of sex in certain "education programs."

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

The recipient (and any subrecipient at any tier) 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 recipient 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.

12. 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

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for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

### 13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work 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 of 2010, and other applicable laws.

### 14. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

### 15. Determination of suitability to interact with participating minors.

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

### 16. 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](mailto: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

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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.

### 17. 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/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### 18. 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 recipients 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.

### 19. Potential imposition of additional requirements

The recipient 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.

### 20. Employment eligibility verification for hiring under the award<sup>15</sup>

#### 1. The recipient (and any subrecipient at any tier) must--

- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C.
- B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
  - (1) this award requirement for verification of employment eligibility, and
  - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

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<sup>15</sup> Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in California v. Barr, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020).

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- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

### 2. Monitoring

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

### 3. Allowable costs

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) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

#### C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

#### D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

### 21. 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 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

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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.

### 22. 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 (that is, moved and renumbered) 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.

### 23. 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: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### 24. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable



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requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must 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.

The details of the recipient'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.

This condition does not apply to an award 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).

### 25. 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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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 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 renewing, 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 these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

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, \$250,000). This condition applies to agreements that -- for purposes of federal grants

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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 \$250,000)), and are incorporated by reference here.

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

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.

### 28. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

### 29. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, 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) online submission accessible via the OIG webpage at



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<https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### 30. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

### 31. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. 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, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award 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).

## EXHIBIT F 2021 TITLE II AWARD FEDERAL CONDITIONS

33. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

34. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must 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 recipient 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.

35. The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

36. Required monitoring of subawards. The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

37. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an

**EXHIBIT F 2021 TITLE II AWARD FEDERAL CONDITIONS**

administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

38. The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.
39. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

SAMPLE  
GRANT  
AGREEMENT

## Appendix I: Sample Governing Board or Tribal Council Resolution

Before grant funds can be reimbursed, a prospective grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer or other governing board resolution delegating authority).

Below is sample language for a resolution. Applicants are encouraged to submit the resolution with their application.

---

WHEREAS the **(insert name of Applicant Agency)** desires to participate in the Title II Tribal 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.

BE IT FURTHER RESOLVED that the **(insert name of Lead Agency)** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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 J: Sample Title II Tribal Grant Program Progress Report

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

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 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 Tribal 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 K: 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 (3) years. We will notify the BSCC as soon as possible, should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

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

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

## 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

[https://www.bscc.ca.gov/s\\_ebp/](https://www.bscc.ca.gov/s_ebp/)

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

Community Defined Evidence Project (CDEP) – Addressing Disparities in Behavioral Health for Communities of Color: The Community Defined Evidence Project

<http://www.nlbha.org/index.php/projects/other-projects/cdep>

Community-Defined Evidence (CDE) Practices and Strategies

<https://mhttcnetwork.org/centers/pacific-southwest-mhttc/product/community-defined-evidence-cde-practices-and-strategies>

CrimeSolutions.gov

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

Find Youth Information

<https://youth.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, “Five Things Series”

<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  
<https://peabody.vanderbilt.edu/search/?q=evidence+based+practices&submit=>

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, Evidence-Based Practices Resource Center  
<https://www.samhsa.gov/resource-search/ebp>

University of Cincinnati, Effective Programs/Curricula Recommendations  
<https://cech.uc.edu/schools/education/grad-programs/curriculuminstructiononsite0/curriculuminstructiononsite.html>

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

# **2023 Title II Tribal Grant Application Packet**

# **Title II Tribal Grant Program**

## **PROPOSAL PACKAGE COVER SHEET**

**Submitted by:**

<INSERT NAME OF APPLICANT>

**Date submitted:**

<INSERT DATE>

## Title II Grant Program Tribal Proposal Checklist

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

	Required Items:	✓
1	Cover Sheet (Previous Page)	
2	Title II Tribal Grant Program Proposal Checklist <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	
4	Proposal Abstract <ul style="list-style-type: none"> <li>1 page</li> </ul>	
5	Proposal Narrative <ul style="list-style-type: none"> <li>15 numbered pages in length or fewer</li> </ul>	
6	2023 Title II Tribal RFP Budget Attachment <ul style="list-style-type: none"> <li>Use the provided Excel attachment provided. <b>Do not alter the Budget Attachment.</b></li> </ul>	
7	Project Work Plan <ul style="list-style-type: none"> <li>Use attachment provided. <b>Do not alter the Project Work Plan</b></li> </ul>	
	<b>Required Attachment for <u>All Applicants</u>:</b>	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix K) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	
9	Letters of commitment from partnering organizations.	
	<b>Required Attachment for <u>All Non-Governmental Organization Applicants</u>:</b>	
10	Criteria for Non-Governmental Organizations Receiving Title II Grant Program Tribal Funds (Appendix C) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	
	<b>Optional with Proposal Package; Required prior to Grant Award Agreement</b>	
11	Governing Board or Tribal Council Resolution (Appendix I) <ul style="list-style-type: none"> <li>Note: The Governing Board Resolution is due prior to Grant Award Agreement, not required at time of proposal submission.</li> </ul>	

I have reviewed this checklist and verified that all required items are included in this proposal packet. *Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)*

X

*Applicant Authorized Signature (see Applicant Information Form, Part K, next page)*

***"Attachments other than those listed above will be removed from the proposal and not considered during the proposal evaluation process."***

## Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the entity submitting the proposal. This entity will be the lead agency responsible for the overall development, implementation, and oversight of the project.
- B. Tax Identification Number:** Provide tax identification number of the Applicant. Not applicable to Indian Tribes.
- C. Location of Services:** List the name(s) of the city/cities and the county where the Title II Grant Program Tribal will provide funded services and activities.
- D. Project Title:** Provide the title of the proposed project.
- E. 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.
- F. Grant Funds Requested:** Identify the total amount of grant funds requested for the entire proposed project.
- G. 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 Grantee.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

## Title II Grant Program Tribal Applicant Information Form

<b>A. APPLICANT:</b>		<b>B. TAX IDENTIFICATION NUMBER*:</b>	
NAME OF APPLICANT		Tax Identification #	
STREET ADDRESS		CITY	
MAILING ADDRESS (if different)		CITY	
STATE		ZIP CODE	
STATE		ZIP CODE	
<b>C. LOCATION OF SERVICES:</b>			
<b>D. PROJECT TITLE:</b>			
<b>E. PROJECT SUMMARY (100-150 words):</b>		<b>F. TOTAL GRANT FUNDS REQUESTED (October 1, 2023 – September 30, 2026):</b>	
\$			

<b>G. PROGRAM PURPOSE AREA (Check all that apply – Applicants MUST select at least one)</b>	
<input type="checkbox"/> Aftercare / Reentry <input type="checkbox"/> Alternatives to Diversion <input type="checkbox"/> Community-Based Programs and Services	<input type="checkbox"/> Diversion <input type="checkbox"/> Job Programs <input type="checkbox"/> Mentoring, Counseling, and Training Programs

<b>H. PROJECT DIRECTOR:</b>		
NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS
<b>I. FINANCIAL OFFICER:</b>		
NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS



PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>J. DAY-TO-DAY PROGRAM CONTACT:</b>			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	

<b>K. DAY-TO-DAY FISCAL CONTACT:</b>			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	

<b>L. AUTHORIZED SIGNATURE*:</b>			
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 Tribal 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

## Proposal Narrative

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

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

**3. Project Organizational Capacity and Coordination (Percent of Total Value: 20%)**

**4. Project Evaluation and Monitoring (Percent of Total Value: 10%)**

**5. Project Budget (Percent of Total Value: 15%)**

To access the 2023 Title II Tribal 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 Tribal Grant Program Work Plan

Each applicant must address the goals and objectives for each chosen Program Purpose Area (PPA). Applicants for Title II Tribal Grant funds must complete a Project Work Plan for each PPA. The work plan for each PPA may not exceed two pages.

Note: Work Plans exceeding the page limit shall not automatically be disqualified. However, BSCC staff shall remove ALL pages in excess of the page limit before forwarding the proposal to the ESC for rating, which may negatively impact a proposal's score. If line spacing, formatting, or font size results in the inclusion of additional content in excess of prescribed page limits, excess pages shall be removed, or the proposal may be disqualified. Illegible or unreadable proposals shall be disqualified.

Completed Project Work Plans should (1) identify the top three project goal(s) and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, start and end dates, and outcome measures; and (3) provide goal(s), objectives, and measures with a clear relationship to the need and intent of the grant.

To build the Title II Grant Program Tribal Project Work Plan, please use the form provided below. This form does NOT count toward the 15-page limit for the Proposal Narrative.

Program Purpose Area:

(1) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			
(2) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			
(3) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			

Program Purpose Area:

(1) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			
(2) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			
(3) Goal:			
Objectives (A., B., etc.)			
Process & Outcome Measures:			
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
List data and sources to be used to measure outcomes:			