



California Violence Intervention and Prevention (CalVIP) Grant

REQUEST FOR PROPOSALS

Eligible Applicants: California Cities and Community-Based Organizations

Grant Period: May 1, 2018 to April 30, 2020

RFP Released: November 13, 2017

**Re-posted (with non-substantive corrections to pages 16 & 74):
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Letters of Intent Due: December 15, 2017

Proposals Due: January 22, 2018



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CONFIDENTIALITY NOTICE

All documents submitted as a part of the CalVIP proposal are public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal.

PART I: GRANT INFORMATION

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the California Violence Intervention and Prevention (CalVIP) Grant Program.

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

The BSCC will accept and respond to questions about this RFP until January 8, 2018. Questions and answers will be posted on the BSCC website and updated periodically up until January 12, 2018.

Proposal Due Date and Submission Instructions

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

The signed Application and Proposal must be received by the BSCC by **5:00 p.m. on January 22, 2018**.

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

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

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

Note: BOTH the original hard copy and electronic version must be received by the date and time listed above.

Proposals received after the due date and time will not be considered, regardless of postmark date.

Letter of Intent

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

There is no formal template for the letter, but it should be on agency letterhead and include the following information:

- Name of the Applicant (City or Community-Based Organization);
- A brief statement indicating the Applicant's intent to submit a Proposal; and
- Signatures:
 - For City Applicants: the City Manager or Mayor
 - For Community-Based Organizations: As applicable, Executive Director or like position, Partner with authority to sign on behalf of the partnership, or Owner (if sole proprietorship)

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

Please submit your non-binding Letter of Intent by **December 15, 2017** via email or U.S. mail, using one of the following submission options:

Email Responses: CalVIP@bscc.ca.gov
(Subject line: Letter of Intent)

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

Bidder's Conferences

Prospective applicants are invited – but not required – to attend one of two Bidder's Conferences. The purpose of a bidder's conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. Details for bidder's conferences are listed below:

CalVIP Bidder's Conference #1

Tuesday, December 5, 2017

10:00 a.m.

Board of State and Community Corrections
1st Floor Training Room
2590 Venture Oaks Way
Sacramento, CA 95833

Note: CalVIP Bidder's Conference #1 will be livestreamed at www.bscc.ca.gov.

CalVIP Bidder's Conference #2

*****Date and Location to be Determined*****

BSCC is planning to hold Bidder's Conference #2 in southern California the week of December 11, 2017. Please check back to the BSCC [website](#) for additional information.

Background

The Fiscal Year 2017-18 State Budget includes funding in the amount of \$9,215,000 for the California Violence Intervention and Prevention (CalVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). The CalVIP Grant replaces the former California Gang Violence Reduction, Intervention and Prevention (CalGRIP) Grant.

The Budget Act requires that a grant in the amount of \$1,000,000 be made available to the City of Los Angeles. The remaining \$8,215,000 will be made available for competitive grants to cities and community-based organizations. Statutory grant requirements include:

- All CalVIP grantees shall provide a dollar-for-dollar match to state grant funds (see "Funding Information" section for more information on the match requirement).
- A grant shall not exceed \$500,000, and at least two grants shall be awarded to cities with populations of 200,000 or less.

- In awarding CalVIP grants, the BSCC shall give preference to applicants in cities or regions that are disproportionately affected by violence, and shall give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.
- Each city that receives a grant shall distribute at least 50 percent of the grant funds it receives to one or more community-based organizations.
- Each city that receives a grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas.
- Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents.
- Applicants for CalVIP grant funds shall include clearly defined, measurable objectives for the grant. CalVIP grantees shall report to the BSCC regarding their progress in achieving those objectives.

(See Attachment A for State Budget language.)

BSCC Executive Steering Committee Process

CalVIP Executive Steering Committee

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

The CalVIP ESC includes a cross-section of subject matter experts on community engagement, prevention and intervention programs, law enforcement strategies, and rehabilitation and reentry, including individuals who have been impacted by the criminal justice system. A list of ESC members can be found on page 60 of this RFP.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the above referenced CalVIP ESC from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the CalVIP ESC.

Description of the Grant

Grant Period

Successful proposals will be funded for two years, commencing May 1, 2018 and ending April 30, 2020.

Eligibility to Apply

Eligible applicants are cities and community-based organizations located in the State of California. It is not necessary that community-based organization applicants be registered with 501(c)(3) status, but any non-governmental, community-based organization (CBO) wishing to apply must meet the criteria listed just below.

There are no restrictions on the number of cities within a county that may apply for CalVIP funding, or on the number of CBOs within a city or county that may apply for CalVIP funding. Every applicant will be scored individually and independently.

Applicants may not submit more than one proposal. However, any applicant may apply as a direct grantee and may also be listed as a subgrantee on a different application. Applicants also are free to partner with other governmental or non-governmental entities (e.g. school districts, county departments, etc.). Please note that there is no financial incentive associated with a multi-agency application, i.e. all applicants must adhere to the same funding threshold (see "Funding Information" section).

Criteria for All Non-Governmental Organizations

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

- Have been duly organized, in existence, and in good standing as of May 13, 2017;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Mandatory Pass-Through Requirement for City Applicants

City grantees must pass through at least 50 percent of the grant funds they receive to one or more non-governmental, community-based organizations. Only non-governmental, community-based organizations that provide direct program services may be counted toward fulfilling this pass-through requirement. Examples that may NOT count toward the pass-through requirement include: grants management agencies, auditors and evaluators.

Eligible Activities

The statutory language authorizing the CalVIP Grant does not specify the types of activities to be funded. Applicants should select programs that best fit the needs identified by the community. Preference shall be given to applicants proposing to fund programs that have been shown to be the most effective at reducing violence.

Applicants may either implement new activities or programs OR expand existing activities or programs.

The table below includes *examples* of the types of approaches that could be funded by this grant. This is not an exhaustive list and applicants are not required to implement one of these; they are offered as suggestions only.

<i>Examples of Violence Prevention and Intervention Approaches</i>
<p><i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • Community Mobilization and Education • Cognitive Behavioral Therapy (CBT) • Mental Health • Public Health • Case Management • Diversion • Education/After-School • Recreation/Social • Mentoring • Community Resource Centers • Information-Sharing • Community/Police Relations • Hospital-Based Violence Intervention • Employment/Job Training • Street Outreach/Intervention • Multi-Agency/Regional Task Forces • Ceasefire/Group Violence Reduction Models • Focused Deterrence • Technology-Based Solutions

Ineligible Grant Expenditures

Grant funds may be used to augment existing funds dedicated to a project but may not replace or supplant funds that have been appropriated for the same purpose. CalVIP grant funds may not be used for the acquisition of real property. For information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the [BSCC website](#).

Funding Information

Funding Distribution & Funding Thresholds

The total available funding has been distributed across three categories, as shown in the table below. City applicants and CBO applicants will compete separately within Funding Categories 1 and 2.

The maximum amount of funding for which any applicant may apply is **\$500,000** (with the exception of the City of Los Angeles). The Budget Act stipulates that \$1,000,000 be made available to the City of Los Angeles, non-competitively. The City of Los Angeles is still required to submit a proposal that meets the RFP requirements. CBOs located within the City of Los Angeles are still eligible to apply.

Applicants may apply for **any amount** up to and including the maximum amount. Applicants are strongly encouraged to apply for only the amount of funding needed to implement the project. Proposals will be scored in part on the reasonableness of the proposed budget.

	Funding Categories	Maximum Grant Amount	Available Funding
(1)	Cities	\$500,000	\$4,107,500
(2)	Community-Based Organizations (CBOs)	\$500,000	\$4,107,500
Total Funding Available for Competitive Grants:			\$8,215,000
(3)	City of Los Angeles (non-competitive)	\$1,000,000	\$1,000,000
Total CalVIP Funding for Local Assistance Grants:			\$9,215,000

Funding Decisions

Applicants will compete for funds within the applicable category. BSCC will move down the ranked lists to fund all qualified applicants in each category until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award. If there are funds left over in one category after all qualified applicants in that category have been funded, qualified applicants in other categories may be funded. If a grantee relinquishes an award, BSCC has authority to offer that award to the next applicant on the ranked list.

Match Requirement

By statute, the CalVIP Grant requires that all applicants contribute a dollar-for-dollar (100 percent) match to all grant funds awarded. This match can be **cash or in-kind** or a combination of both.

Cash match, also known as hard match, is income from a source other than grant funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities, and supplies may be considered cash match, if not in violation of the prohibition on supplanting. A cash match must be specifically identified by line-item as match in the budget.

In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of CalVIP grant award activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations, and individuals. Examples include donated office supplies, equipment, professional services, and volunteer time.

In general, the value of in-kind contributions is determined by fair market value, which must be separately identified in the budget. If volunteer services are counted as in-kind contributions, additional measures should be followed to document the value of the services. Projects should document actual time worked by using a time reporting system such as sign-in and sign-out sheets which are completed by the volunteer and contain the signed approval by the supervisor. Another method is to use the volunteer staff schedule. Volunteer staff initial and indicate the days/hours worked and the supervisor signs and dates the schedules to indicate approval. Projects must also maintain documentation to support the claimed hourly salary rate of the volunteer services. The rate claimed should be comparable to the rates for paid employees performing similar duties.

Other state and/or federal funds can be used to match CalVIP funds only if the following conditions have been met:

- The other funding source does not prohibit this practice as stated in Title 2 of the Code of Federal Regulations, Section 200.306 regarding cost sharing and cost matching; and
- The funds are to be used for identical activities (e.g., to augment the project).

Reporting of expenditure of match contributions need not be made in exact proportion to the expenditure of grant funds. However, **the full match contribution must be expended before the grant expires** in order to receive all funds allocated. The expenditure of both cash and in-kind contributions must be reported on the BSCC invoice, as the expenditures occur. If the Grantee does not expend the required match by the end of the grant cycle, the BSCC will calculate the amount left to be expended and the grantee will be required to pay that amount through a final invoice. Match funds and related expenditures also must be identified in the accounting records (e.g., general ledger) and included in any grant-specific audit reports.

Applicants are encouraged to budget only for the required match. What the Grantee specifies for the required match in the budget becomes part of the Grant Award. As part of the Grant Award, it is subject to all programmatic requirements, audit requirements, and thus, it cannot be reduced by the project once the grant proposal is approved.

Additional information about match requirements can be found in the *BSCC Grant Administration Guide*, located on the BSCC [website](#).

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.

Use of Effective Programs

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. Applicants that seek funding through this grant process should use data and research to drive decision-making in the development, implementation and evaluation of their grant-funded projects. The BSCC is required to “give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.”

The extent to which an applicant can demonstrate that the program they have chosen has been shown to be the most effective at reducing violence will be evaluated as a part of the rating process. In developing a proposal, it may be helpful for applicants to consider the following questions:

1. **Is there evidence or data to suggest that the program is likely to work, i.e., produce a desired benefit?** *For example, was the program you selected used by another jurisdiction with documented positive results? Is there published research on the program you are choosing to implement showing its effectiveness? Is the program being used by another jurisdiction with a similar problem and similar target population?*
2. **Once the program is selected, will you be able to demonstrate that it is being carried out as intended?** *For example, does this program provide for a way to monitor quality control or continuous quality improvement? If this program was implemented in another jurisdiction, are there procedures in place to ensure that you are following the model closely (so that you are more likely to achieve the desired outcomes)?*

- 3. Is there a plan to collect evidence or data that will allow for an evaluation of whether the program “worked?”** *For example, will the program you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect and analyze that data/evidence?*

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

Collaboration and Coordination (City Applicants Only)

Each city that receives a CalVIP Grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. As part of the application, each city will be required to complete *Attachment B* to certify compliance with this requirement.

Each city that receives a CalVIP Grant shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents. As a part of the application, each city will be required to complete *Attachment C* to certify compliance with this requirement. It is recommended that applicants consult with city attorneys or other counsel when forming the advisory group to consider potential state and local conflicts of interest.

Project Evaluation Requirements

Evaluation Requirements

In addition to quarterly progress reports, projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan (three months post-award) and, (2) a Final Local Evaluation Report (after the conclusion of the grant). See *Attachment D* for key definitions related to project evaluation.

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. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations.

Local Evaluation Plan

The purpose of the Local Evaluation Plan 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.

The Local Evaluation Plan 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 Local Evaluation Plan must be approved in advance by the BSCC. (More detailed instructions on the Local Evaluation Plan will be made available to successful applicants.)

Final Local Evaluation Report

Following project completion, grantees are required to complete a Final Local Evaluation Report (FLER). The FLER must be in a format prescribed by the BSCC. Within the FLER, an Executive Summary must be included that adheres to the format prescribed by the BSCC specifically for the Executive Summary.

The purpose of the FLER is to determine whether the overall project (including each individual component) was effective in meeting the goals laid out in the Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been identified in the previously submitted Local Evaluation Plan. (More detailed instructions on the FLER will be made available to successful applicants.)

Dissemination of Final Local Evaluation Report

The BSCC may make public the FLER from each grantee. Reports may be posted to the BSCC website and developed into a Summary Final Report submitted to the Legislature. If the grantee plans to publish the FLER, it must be submitted to the BSCC for review prior to publication.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board 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 *Attachment E* for a boilerplate contract (*State of California: Contract and General Terms and Conditions*).

The Grant Agreement start date is expected to be May 1, 2018. Contracts 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 that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution – Cities Only

Before the grant award can be finalized and funds awarded, successful city applicants 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).

A signed resolution is not required at the time of proposal submission, but applicants are advised that no financial invoices will be processed for reimbursement until the appropriate documentation has been received by the BSCC. A sample Governing Board Resolution can be found in *Attachment F*.

Audit Requirements

All grantees are required to have an audit completed within 180 days following the completion of the grant period, as specified below. Reasonable and necessary extensions to the due date may be granted by the BSCC, if requested. A grantee that willfully fails to submit an audit as required may be deemed ineligible for future BSCC grant funds pending compliance with the audit requirements of this grant.

- CBO grantees: Must provide to the BSCC copies of reports generated from either: 1) a Single Audit, or “Subpart F Audit” (applicable to organizations that receive \$750,000 or more in federal awards in a given fiscal year) or 2) a Grant-Specific Audit. The audit must be performed by an external, independent auditor and cover the entire two-year grant period.
- City grantees: Must provide to the BSCC copies of reports generated from either: 1) the annual City/County Single Audit (as submitted to the State Controller’s Office), or 2) a Grant-Specific audit. The audit must cover the entire two-year grant period.

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

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices with supporting documentation to the BSCC on either a monthly or quarterly basis within 45 days following the end of the reporting period via the online process. Grantees will make their choice between monthly

or quarterly invoicing at the time they execute their contracts. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the *BSCC Grant Administration Guide*, found on the BSCC [website](#).

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 that 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.

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, Evaluator and (for cities) a minimum of one Community Partner must attend. Grant recipients may use CalVIP grant 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.

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.

- **Units of Government**

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

- **Community-Based Organizations (CBOs)**

A CBO 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.

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 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.

All applicants must complete *Attachment G* certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft and embezzlement.

Compliance Monitoring Visits

BSCC conducts compliance monitoring visits to grantees during the term of the grant. For your reference, a *Sample Compliance Monitoring Visit Checklist* is contained in *Attachment H*.

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 that the proposal has been received. The email will be sent to the individual that signed the application and the person listed as the Project Director.

Disqualification

The following will result in an automatic disqualification:

- The original hard copy and electronic version of the Proposal are not received by 5:00 p.m. on January 22, 2018.
- The Applicant is not a city or community-based organization located in California.

“Disqualification” means that the proposal will not be scored.

Technical Compliance Review

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

Notification

Once BSCC staff complete the technical compliance review process, BSCC staff will contact applicants only under the following circumstances:

- The applicant has been disqualified due to one of the circumstances listed in the box above.
- The proposal contains minor technical deficiencies.

Rating Process

Once a Proposal passes the Technical Compliance Review, it will advance to the Proposal Rating Process. The ESC will then read and rate each Proposal in accordance with the prescribed rating factors listed in the table below.

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

At the conclusion of this process, applicants will be notified of the ESC’s funding recommendations. It is anticipated that the BSCC Board will act on the recommendations

at its meeting in April 2018. Applicants are not to contact members of the ESC or the BSCC Board to discuss proposals.

Summary of Key Dates

The following table shows a timeline of key dates related to the CalVIP Grant.

Activity	Date
Release Request for Proposals	November 13, 2017
Bidder's Conference #1 (Sacramento)	December 5, 2017
Bidder's Conference #2 (Inglewood) (Van Nuys)	December 7 December 12, 2017
Letter of Intent Due to the BSCC	December 15, 2017
Proposals Due to the BSCC	January 22, 2018
Proposal Rating Process and Development of Funding Recommendations	February-March 2018
BSCC Board Considers Funding Recommendations	April 19, 2018
Notice to Grantees	April 2018
New Grants Begin	May 1, 2018
Mandatory New Grantee Orientation	late May/early June 2018 (TBD)

Scoring Process

Rating Factors

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

CalVIP Rating Factors and Point Values

Rating Factors		Point Range	Percent of Total Value	Maximum Point Value	Weighted Score
1	Project Need	0-12	35%	28	56
2	Project Description	0-12	35%	28	56
3	Project Evaluation	0-12	15%	12	24
4	Budget Section	0-12	15%	12	24
Total:			100%	80	160
Preference Points: Applicants in cities (including CBOs that provide services in those cities) that are “disproportionately affected by violence” will be assigned preference points according to the table on page 19 of the RFP.					+8 / +5 / +2
Maximum Possible Score with Preference Points:					168

Raters will score an applicant’s response in each of these categories on a scale of 0-12, according to the sample scoring rubric shown below. Each rating factor then will be weighted according to the *Percent of Total Value* to arrive at the *Maximum Point Value*. The *Weighted Score* is then calculated by multiplying the *Maximum Point Value* by two. This is done simply to allow for a larger point spread between final scores.

Sample Scoring Rubric for 0-12 Point Range

No Evidence	Poor	Fair	Good	Very Good
0	1 - 3	4 - 6	7 - 9	10 - 12
The response does not address the rating criteria.	The response is vague or incomplete and only partially addresses the rating criteria. <i>ADDITIONAL DETAIL SPECIFIC TO EACH RATING FACTOR MAY BE ADDED HERE.</i>	The response addresses some but not all of the rating criteria or is non-specific and lacking focus. <i>ADDITIONAL DETAIL SPECIFIC TO EACH RATING FACTOR MAY BE ADDED HERE.</i>	The response is reasonably comprehensive and clearly addresses many of the rating criteria listed above. <i>ADDITIONAL DETAIL SPECIFIC TO EACH RATING FACTOR MAY BE ADDED HERE.</i>	The response is detailed, comprehensive and addresses all of the rating criteria listed above in a way that demonstrates a thorough understanding of the intent of the project. <i>ADDITIONAL DETAIL SPECIFIC TO EACH RATING FACTOR MAY BE ADDED HERE.</i>

Preference Points

Preference Points

The FY 2017-18 State Budget Act requires the BSCC to give preference to applicants in cities or regions that are disproportionately affected by violence. In defining “disproportionately affected by violence,” the CalVIP ESC considered crime data reported to the California Department of Justice by law enforcement agencies for 2015 and 2016. Crime rate (i.e. reported crimes per 100,000 citizens) was used as the primary measure, ranked for three of the four crimes classified as “violent” by the Federal Bureau of Investigation’s Uniform Crime Reporting (UCR) Program. These include: (1) homicide, (2) robbery and (3) aggravated assault.

Note that as part of the analysis of the crime rate data, BSCC’s research team identified approximately five (5) percent of the cities with crime rates for one or more violent crimes that were significantly higher than most cities (i.e., outliers). The distribution of crime rates for each violent crime was “skewed” by these outliers causing the mean crime rate and average spread of crime rates to be higher. To minimize the impact of these outliers, an adjusted list of cities which did not include the outliers (i.e., cities with a high crime rate for a specific violent crime) was used to determine the criteria for awarding the preference points. Once the criteria were established, the criteria were applied to all the cities including the cities with the extreme crime rates, and the points were awarded accordingly.

After reviewing an analysis of the ranked crime rates, the ESC assigned preference points to cities (and CBOs that provide services in those cities) deemed to be disproportionately affected by violence according to these criteria:

- Cities that appear in the top 5% all 3 UCR violent crime rates;
- Cities that appear in the top 5% for 2 of the 3 UCR violent crime rates; and
- Cities that appear in the top 5% for 1 of the 3 UCR violent crime rates.

A list of cities that qualify for preference points is contained in the table below.

CBO applicants will qualify for preference points if they propose to provide CalVIP grant-funded services in one or more of one of the cities listed below. CBO applicants can only earn preference points in one of the three categories listed below. If a CBO indicates that it will provide services in more than one of the cities listed below, the city in the category with the highest point value will be counted.

Preference points will be assigned by BSCC staff, based on the information provided on the Applicant Information Sheet.

Assignment of CalVIP Preference Points:

For Cities and CBOs that Provide Services in those Cities (listed in alphabetical order)

Cities ranked in the top 5% for all 3 UCR violent crime rates for 2015 and 2016:	+8
<i>Barstow, Clearlake, Compton, Irwindale, Modesto, Oakland, San Bernardino, Sand City, Stockton and Vernon.</i>	
Cities ranked in the top 5% for 2 of 3 UCR violent crime rates for 2015 and 2016:	+5
<i>Anderson, Arvin, Big Bear Lake, Bishop, Colma, Commerce, Desert Hot Springs, Dos Palos, East Palo Alto, Hemet, Huron, Industry, Inglewood, Lakeport, Lynwood, Mendota, Needles, Red Bluff, Richmond, Sacramento, Salinas, Santa Fe Springs, Selma, Vallejo, Weed and Yreka.</i>	
Cities ranked in the top 5% for 1 of 3 UCR violent crime rates for 2015 and 2016:	+2
<i>Adelanto, Alturas, Antioch, Atwater, Avenal, Banning, Berkeley, Biggs, Brisbane, California City, Calistoga, Carson, Coalinga, Crescent City, Culver City, Delano, Dinuba, El Cerrito, Emeryville, Eureka, Fowler, Fresno, Gardena, Grass Valley, Greenfield, Gridley, Gustine, Hawaiian Gardens, Hawthorne, Hayward, Huntington Park, King City, Lancaster, Lemon Grove, Long Beach, Los Angeles, Madera, Marysville, Merced, Morro Bay, National City, Orange Cove, Orland, Oroville, Paramount, Parlier, Pittsburg, Redding, Reedley, San Francisco, San Leandro, San Pablo, Santa Cruz, Santa Maria, Signal Hill, South El Monte, South Gate, Susanville, Taft, Tulare, Ukiah, West Hollywood, Willits, Willows and Woodlake.</i>	

The analysis of crime data was restricted to the 482 cities contained in the California Department of Finance E-4 report (*Population Estimates for Cities, Counties, and the State, 2011-2016, with 2010 Census Benchmark*).

The following 23 cities were not included in the analysis, since they contract for law enforcement services and their crime statistics are not reported separately: Amador, Blue Lake, Calipatria, Colfax, Half Moon Bay, Holtville, Lathrop, Live Oak, Loomis, Maricopa, Millbrae, Plymouth, Point Arena, Portola, Portola Valley, San Carlos, San Joaquin, San Juan Bautista, Shasta Lake, Tehama, Trinidad, Wasco and Woodside. Should one of these 23 cities submit a proposal, BSCC will contact that city directly and gather the relevant crime statistics to ascertain whether it qualifies for preference points.

PART II: PROPOSAL INSTRUCTIONS

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Proposal Narrative
- Budget
 - Budget Table
 - Budget Narrative

**California Violence Intervention and Prevention
(CalVIP) Grant**

**PROPOSAL PACKAGE
COVER SHEET**

Submitted by:

INSERT NAME OF APPLICANT

Date submitted:

INSERT DATE

CalVIP Proposal Checklist

A complete CalVIP Proposal package must contain the following (to be submitted in the order listed):

	Required Items:	
1	Cover Sheet <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission 	
2	CalVIP Proposal Checklist <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
3	Applicant Information Form <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
4	Proposal Narrative <ul style="list-style-type: none"> • 10 pages or less • Optional – 1-page bibliography (not counted toward 10 pages) 	
5	Budget Table <ul style="list-style-type: none"> • 1 page – use template provided 	
6	Budget Narrative <ul style="list-style-type: none"> • 3 pages or less 	
	Required Attachment for <u>All Applicants</u>:	
7	<i>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Attachment G)</i> <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
8	<i>CalVIP Project Work Plan (Attachment I)</i>	
	Required Attachments for <u>City Applicants ONLY</u>:	
9	<i>Commitment to Coordinated Violence Reduction Efforts (Attachment B)</i> <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
10	<i>CalVIP Coordinating and Advisory Council Membership (Attachment C)</i>	
	Optional:	
11	<i>Governing Board Resolution (Attachment F)</i> <i>Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> at time of proposal submission.</i>	

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

X

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

*** ATTACHMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT CONSIDERED. ***

Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the city or community-based organization submitting the proposal.
- B. **Tax Identification Number:** Provide tax identification number of the Applicant.
- C. **For CBO Applicants Only:** List the names of the city or cities (not the county) in which your CBO is proposing to provide CalVIP grant-funded services.
- D. **Project Title:** Provide the title of the project.
- E. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- F. **Grant Funds Requested:** Identify the amount of grant funds requested.
- G. **For City Applicants Only:** Identify the amount of grant funds that will be passed through to non-governmental, community-based organizations. City applicants must propose to pass through a minimum of 50 percent to one or more CBOs in order to be eligible for CalVIP funding.
- H. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- I. **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. This person must be an employee of the Grantee.
- J. **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. This person must be an employee of the Grantee.
- K. **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. This person must be an employee of the Grantee.
- L. **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.

CalVIP Applicant Information Form

A. APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT		TAX IDENTIFICATION #:	
STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. <u>CBO APPLICANTS ONLY</u>: List the city (or cities) in which your organization will provide CalVIP grant-funded services.			
D. PROJECT TITLE:			
E. PROJECT SUMMARY (100-150 words):			
F. GRANT FUNDS REQUESTED:		G. <u>CITY APPLICANTS ONLY</u>:	
\$	List the amount of funds that will be passed through to Community-Based Organizations (minimum 50 percent of F):		\$
H. PROJECT DIRECTOR:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
I. FINANCIAL OFFICER:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
J. <u>DAY-TO-DAY PROGRAM CONTACT</u>:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

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

L. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X			

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the CalVIP 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 Narrative

Instructions: The Proposal Narrative 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 **10 pages** in length. For the Proposal Narrative, address each of the three sections below. Each section should be titled according to its section header (e.g., Project Need, Project Description, and Project Evaluation). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

Applicants *may* include a one-page bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style. The bibliography will not be counted toward the 10-page limit.

These 10 pages do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, One-Page Bibliography (optional), Budget Table, Budget Narrative or other required attachments (see *Proposal Checklist*).

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

1. Project Need (*Percent of Total Value: 35%*)

Address the following in narrative form:

- Describe the community need(s) related to violence that will be addressed by this project. Explain whether the need is driven by gaps in services.
 - Use quantitative and qualitative data to support the description of the need. Cite all data sources.
- Describe the project boundaries and/or target population related to the need. Explain why a certain project area and/or target population was selected over others.
 - Use quantitative and qualitative data to explain why a certain project area and/or target population was selected. Cite all data sources.
- Describe how you considered the needs of underserved populations in your community and disparities based on race, ethnicity, gender, sexual orientation, socio-economic status or immigration status, etc.

Rating Criteria for Project Need
(scored in total, on a scale of 0-12)

- 1.1 The applicant has clearly described a community need related to violence and uses qualitative and quantitative data to support that description. The applicant described gaps in services that contribute to the need. All data sources are cited.
- 1.2 The project area and/or target population are clearly identified, measurable and correlate to the need. The applicant uses qualitative and quantitative data to explain why this project area and/or target population was selected. All data sources are cited.
- 1.3 When identifying project area and/or target population, the applicant took reasonable steps to consider the needs of underserved populations in its community, including disparities based on race, ethnicity, gender, sexual orientation, socio-economic status, immigration status, etc.

2. Project Description *(Percent of Total Value: 35%)*

Address the following in narrative form:

- List and describe the program(s) to be implemented with CalVIP grant funds.
- Cite the evidence or data that has shown the program is of the type to be the most effective at reducing violence of programs available.
- Describe your plan for selecting and training the staff who will deliver the program(s). Include a description of how they reflect the community they will be serving.
- Identify all partner agencies/organizations that will be working on the grant. Describe their specific roles and responsibilities on the project.
- Explain how the project will incorporate the principles of cultural competency and trauma-informed care (see *Attachment D* for definitions of these terms).

Rating Criteria for Project Description <i>(scored in total, on a scale of 0-12)</i>	
2.1	The applicant has clearly identified and described the program(s) to be implemented.
2.2	The applicant has cited credible evidence or data to show that the program is of the type to be the most effective at reducing violence in the target population or target area. The selected program(s) clearly correlates to the need described in the Project Need section.
2.3	The applicant has clearly articulated a reasonable and realistic plan for selecting and training the staff (who will deliver the program(s)) and how they reflect the community which they are serving.
2.4	The applicant has clearly identified all partner agencies/organizations and described their roles and responsibilities on the project.
2.5	The applicant has a plan for incorporating the principles of cultural competency and trauma-informed care.

3. Project Evaluation (Percent of Total Value: 15%)

Address the following in narrative form:

- List the goals and objectives for the proposed project (see *Attachment D* for definitions of the terms Goal and Objective).
- Identify key metrics for the project, including both process (output) and outcome measures tied to the stated goals.
 - *Examples of process measures: services implemented on time, number of participants served, number of staff hired, number of service hours provided, etc.*
 - *Examples of outcome measures: reductions in crime statistics, reduction in recidivism rates among target population, number of individuals placed in permanent housing, number of individuals employed/for how long, number of individuals completed intervention and remained arrest-free, etc.*
- Describe a preliminary plan for how you will collect and evaluate data related to the key metrics listed above.
- Describe how you plan to provide oversight and monitoring of the program(s), in order to demonstrate that the program(s) are being carried out as intended.
- Complete a 1-page CalVIP Project Work Plan (see *Attachment I*).

Rating Criteria for Project Evaluation <i>(scored in total, on a scale of 0-12)</i>	
3.1	The applicant has developed clearly defined, measurable goals and objectives that tie directly to the need described in the Project Need section.
3.2	The applicant identified key metrics, including both process (output) and outcome measures tied to the stated goals.
3.3	The applicant has clearly described a preliminary plan for how to collect and evaluate data related to the key metrics.
3.4	The applicant has developed a plan for oversight and monitoring of the program(s), to demonstrate that the program(s) are being carried out as intended.

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

4a. Budget Table

Instructions:

Complete the CalVIP Budget Table on the following page to show the grant funds being requested (Column A) and the match funds being committed (Columns B and C).

While some agencies or organizations may use different line items as a part of their budget processes, these are the line items that must be used when invoicing the BSCC for reimbursement of expenditures.

Note:

- Applicants should copy and paste the Budget Table into a separate document.
- Report amounts in whole dollars only. Please double-check all math.
- Applicants are not required to request funds for every line item. If you are not requesting funds for a certain line item, simply list \$0.
- All applicants must contribute a dollar-for-dollar (100 percent) match. It is not necessary to align grant dollars with match dollars in the same line item, as long as the combined total of Columns B and C matches the total of Column A.
- All funds must be used consistent with the requirements of the *BSCC Grant Administration Guide*, located on the BSCC [website](#). Applicants should reference this Guide for definitions and other guidance in preparing a budget.

CalVIP Budget Table for _____
Name of Applicant

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$0	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0	\$0
4. Community-Based Organization (CBO) Subcontracts	\$0	\$0	\$0	\$0
5. Indirect Costs	\$0	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0	\$0
TOTALS	\$0	\$0	\$0	\$0

What to include in each Budget Line Item:

- 1. Salaries and Benefits:** In this line, include salaries and benefits **ONLY** for staff of the Applicant. Salaries and benefits associated with partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
- 2. Services and Supplies:** In this line, include grant funds or match associated with services and supplies purchased or donated by the Applicant. Services and supplies purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
- 3. Professional Services:** In this line item, include grant funds or match associated with public agency or professional consultant subcontracts.
- 4. Community-Based Organization (CBO) Subcontracts:** In this line, include grant funds or match associated with CBO subcontracts. **IMPORTANT:** Cities must subcontract with one or more community-based organizations for a **minimum of 50 percent** of the total grant award, to be shown in Column A, Line 4. Grants management agencies, auditors and evaluators may not be counted toward the 50

percent pass-through requirement. CBO applicants may voluntarily subcontract with other CBOs, but are not required to do so and it will not impact their eligibility.

- 5. Indirect Costs:** Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the project. Indirect costs must be based on either the Applicant's approved Indirect Cost Rate Plan or on a Cost Allocation Plan. Indirect cost guidelines can be found in the *BSCC Grant Administration Guide*, located on the BSCC [website](#).
- 6. Equipment and Fixed Assets:** In this line, include grant funds or match associated with equipment and fixed assets purchased or donated by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Equipment and fixed assets purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
- 7. Project Evaluation:** In this line, include all grant funds or match associated with evaluation efforts, even if they would otherwise fall into one of the other line items (e.g., Salaries & Benefits or Professional Services). Applicants are not required to use grant funds evaluation efforts and there is no required minimum set-aside.
- 8. Other (Travel, Training, Etc.):** In this line, include ONLY training, travel or other costs encumbered by the Applicant. Training, travel or other costs encumbered by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. CBO Subcontracts, etc.). Note: Out-of-state travel is permissible in certain cases. The use of state funds for out-of-state travel is monitored very closely. Justification for out-of-state travel (OST) undergoes a high level of review and scrutiny and approval is granted only in limited cases. Even out-of-state travel included in a proposed budget requires separate approval by BSCC.

4b. Budget Narrative

Instructions: The purpose of the Budget Narrative is to provide support and explanation for the amounts requested (and match funds committed) in the Budget Table.

The Budget Narrative 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 **3 pages** in length.

Provide the information listed under each line item below with narrative to explain how the requested grant funds and match will be used to achieve project goals. If you are not requesting funds in a particular category, list \$0 on the Grant Funds Requested line and "N/A" on the Narrative Detail line.

1. Salaries and Benefits

List the classification/title, percentage of time, salary or hourly rates, and benefits (if applicable) for every staff person from the Applicant that will be funded by the grant or committed as match to the grant. Briefly describe their roles/responsibilities within the CalVIP project.

a. Grant Funds Requested: \$
Narrative Detail:

b. Match: \$
Narrative Detail:

2. Services and Supplies

Itemize all services and supplies purchased by the Applicant.

a. Grant Funds Requested: \$
Narrative Detail:

b. Match: \$
Narrative Detail:

3. Professional Services

List the names of any public agencies or professional consultants that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. List any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable).

a. Grant Funds Requested: \$
Narrative Detail:

b. Match: \$
Narrative Detail:

4. Community-Based Organization (CBO) Subcontracts

List the names of all community-based organizations that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. Include any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable). If a community partner has not been selected as of the date of the submission of the application, identify the amount of grant funds that will be allocated and describe the services to be provided.

a. Grant Funds Requested: \$

Narrative Detail:

b. Match: \$

Narrative Detail:

5. Indirect Costs

Itemize all indirect costs. Indirect costs must be based on either the grantee's approved Indirect Cost Rate Plan or on a Cost Allocation Plan. Indirect cost guidelines can be found in the *BSCC Grant Administration Guide*, located on the BSCC [website](#).

a. Grant Funds Requested: \$

Narrative Detail:

b. Match: \$

Narrative Detail:

6. Equipment/Fixed Assets

Itemize all equipment and fixed assets to be purchased by the Grantee.

a. Grant Funds Requested: \$

Narrative Detail:

b. Match: \$

Narrative Detail:

7. Project Evaluation

Itemize all costs associated with evaluation efforts for this project.

a. Grant Funds Requested: \$

Narrative Detail:

b. Match: \$

Narrative Detail:

8. Other (Travel, Training, etc.)

Itemize all costs that do not fit into the categories listed above, including travel and training. At a minimum, applicants should budget for two trips to Sacramento for grantee team meetings.

a. **Grant Funds Requested: \$**
Narrative Detail:

b. **Match: \$**
Narrative Detail:

<i>Rating Criteria for Project Budget</i> <i>(applied to both 4a. Budget Table and 4b. Budget Narrative and scored in total, on a scale of 0-12)</i>	
4.1	The applicant provided complete and detailed budget information in each section, including language supporting each expense.
4.2	The amount of grant funds requested is reasonable and appropriate given the proposed project's design and scope.
4.3	The applicant has clearly demonstrated how it will meet the dollar-for-dollar match requirement.

PART III: ATTACHMENTS

Attachment A
State Budget Act Language (FY 2017-18)

5227-108-0001—For local assistance, Board of State and Community Corrections
 ... 9,215,000

Schedule:

- (1) 4945-Corrections Planning and Grant Programs 9,215,000
- (a) Grants to the City of Los Angeles (1,000,000)
- (b) Competitive grants to all other cities or to community-based organizations
 (8,215,000)

Provisions:

1. The Board of State and Community Corrections program awarding state grant funds from Schedules (1)(a) and (1)(b) shall be named the California Violence Intervention and Prevention Grant Program (CalVIP).
2. All CalVIP grantees shall provide a dollar-for-dollar match to state grant funds awarded from Schedules (1)(a) and (1)(b).
3. The amount appropriated in Schedule (1)(b) shall be for competitive grants to cities or community-based organizations. A grant shall not exceed \$500,000, and at least two grants shall be awarded to cities with populations of 200,000 or less.
4. In awarding CalVIP grants, the Board of State and Community Corrections shall give preference to applicants in cities or regions that are disproportionately affected by violence, and shall give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.
5. Each city that receives a grant from Schedule (1)(a) or (1)(b) shall distribute at least 50 percent of the grant funds it receives to one or more community-based organizations pursuant to the city's application.
6. Each city that receives a grant from Schedule (1)(b) shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents.
7. Applicants for CalVIP grant funds shall include clearly defined, measurable objectives for the grant in their proposal to the Board of State and Community Corrections. CalVIP grantees shall report to the Board of State and Community Corrections regarding their progress in achieving those objectives.
8. The Board of State and Community Corrections shall report to the Legislature once per funding cycle on the overall effectiveness of the California Violence Intervention and Prevention Grant Program.

**Attachment B (City Applicants Only)
Commitment to Coordinated Violence Reduction Efforts**

To: Cities Applying for the CalVIP Grant

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: “Each city that receives a CalVIP grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas.”

In the space below, please explain how your city will fulfill this obligation if selected for CalVIP funding:

A signature below is an assurance that the city will fulfill this obligation if selected for CalVIP funding:

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

**Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership**

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: “Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents.” This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

	Name	Title	Business Email Address	Signature
		Organization		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Attachment D Glossary of Terms

Cultural Competence

Cultural competence¹ 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.

Evaluation: Process Evaluation versus Outcome Evaluation **Process Evaluation²**

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 Evaluation³

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).

¹ 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.

²Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

³ *Id* at pp. 7-8.

- 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.

Goal versus Objective

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁴.

Examples of goal statements⁵:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁶. Objectives detail the tasks that must be completed to achieve goals⁷. Descriptions of objectives in the proposals should include three elements⁸:

- 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 objectives⁹:

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

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and

⁴ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

⁵ *Id.* at p. 4.

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

⁷ *Id.*; see *supra* fn 1.

⁸ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

⁹ *Id.*

others.¹⁰ 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., 1990¹¹; Cullen and Gendreau, 2000¹²; Lipsey 1999¹³), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

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

Trauma-Informed Care¹⁴

According to the Substance Abuse and Mental Health Services Administration, “A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

SAMHSA’s concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice
- Cultural, historical, and gender issues.

¹⁰ 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.

¹¹ 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.

¹² 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.

¹³ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

¹⁴ Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions*. Retrieved July 22, 2016, from <http://www.samhsa.gov/nctic/trauma-interventions>

Attachment E

SAMPLE - Contract and General Terms and Conditions

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

BSCC _____

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME

2. The term of this Agreement is: May 1, 2018 through April 30, 2020

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

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

Exhibit A:	Scope of Work	3	pages
Exhibit B:	Budget Detail and Payment Provisions	4	pages
Exhibit C:	General Terms and Conditions (04/2017)	4	pages
Exhibit D:	Special Terms and Conditions	4	pages
Attachment 1:	CalVIP Request for Proposals*	XX	pages
Attachment 2:	Grant Proposal/Application for Funding	XX	pages
Appendix A:	CalVIP Executive Steering Committee	1	page
Appendix B:	Criteria for Non-Governmental Organizations Receiving CalVIP Funds	2	pages

* This item is incorporated by reference and can be accessed at: http://www.bscc.ca.gov/s_bscocalvip.php

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

CONTRACTOR

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

MARY JOLLS, Deputy Director

ADDRESS

2590 Venture Oaks Way, Suite 200
Sacramento CA 95833

*California Department of General
Services Use Only*

Exempt per: SCM 1, 4.06

EXHIBIT A
SAMPLE - SCOPE OF WORK

1. GRANT AGREEMENT – CALIFORNIA VIOLENCE AND INTERVENTION (CaVIP) GRANT

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Fiscal Year 2017-18 State Budget includes funding in the amount of \$9,215,000 for the California Violence Intervention and Prevention (CaVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). California cities and community-based organizations are eligible to apply for CaVIP grant funding. BSCC shall give preference to applicants in cities or regions that are disproportionately affected violence and to applicants that propose to direct CaVIP funds to programs that have been shown to be the most effective at reducing violence.
- B. Grantee agrees to administer the project in accordance with Attachment 1: CaVIP Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal/Application for Funding, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:

Designated Financial Officer authorized to receive warrants:

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

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:

EXHIBIT A
SAMPLE - SCOPE OF WORK

Fax:
Email:

- 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 Attachment 1: CalVIP Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.

5. REPORTING REQUIREMENTS

- A. 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

1. May 1, 2018 to September 30, 2018
2. October 1, 2018 to December 31, 2018
3. January 1, 2019 to March 31, 2019
4. April 1, 2019 to June 30, 2019
5. July 1, 2019 to September 30, 2019
6. October 1, 2019 to December 31, 2019
7. January 1, 2020 to March 31, 2020
8. April 1, 2020 to June 30, 2020

Due no later than:

- November 15, 2018
February 15, 2019
May 15, 2019
August 15, 2019
November 15, 2019
February 15, 2020
May 15, 2020
August 15, 2020

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- August 15, 2018
August 15, 2020

C. Other

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

6. AUDIT REQUIREMENT

All grantees are required to have an audit completed within 180 days of the grant period, as specified below. Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed. Reasonable and necessary extensions to the due date may be granted by the BSCC, if requested.

- A. CBO grantees must provide to the BSCC copies of reports generated from one of the following: 1) a Single Audit, or "Subpart F Audit" (applicable to organizations that receive \$750,000 or more in federal awards in a given fiscal year) or 2) a Grant-Specific Audit. The

EXHIBIT A
SAMPLE - SCOPE OF WORK

audit must be performed by an external, independent auditor and cover the entire two-year grant period.

- B. City grantees must provide to the BSCC copies of reports generated from one of the following: 1) the annual City/County Single Audit (as submitted to the State Controller's Office), or 2) a Grant-Specific audit. The audit must cover the entire two-year grant period.

7. 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-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

8. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the CalVIP Executive Steering Committee (See Appendix A) from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the CalVIP 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.

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid monthly or quarterly, as designated by the grantee, in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the reporting period. Grantee must insert the term "Monthly" or "Quarterly" here: _____ and must then adhere to the applicable due dates.

Monthly Invoicing Periods

1. June 1, 2018 to June 30, 2018
2. July 1, 2018 to July 31, 2018
3. August 1, 2018 to August 31, 2018
4. September 1, 2018 to September 30, 2018
5. October 1, 2018 to October 31, 2018
6. November 1, 2018 to November 30, 2018
7. December 1, 2018 to December 31, 2018
8. January 1, 2019 to January 31, 2019
9. February 1, 2019 to February 28, 2019
10. March 1, 2019 to March 31, 2019
11. April 1, 2019 to April 30, 2019
12. May 1, 2019 to May 31, 2019
13. June 1, 2019 to June 30, 2019
14. July 1, 2019 to July 31, 2019
15. August 1, 2019 to August 31, 2019
16. September 1, 2019 to September 30, 2019
17. October 1, 2019 to October 31, 2019
18. November 1, 2019 to November 30, 2019
19. December 1, 2019 to December 31, 2019
20. January 1, 2020 to January 31, 2020
21. February 1, 2020 to February 29, 2020
22. March 1, 2020 to March 31, 2020
23. April 1, 2020 to April 30, 2020
24. May 1, 2020 to May 31, 2020
25. June 1, 2020 to June 30, 2020

Due No Later Than:

- August 15, 2018
September 15, 2018
October 15, 2018
November 15, 2018
December 15, 2018
January 15, 2019
February 15, 2019
March 15, 2019
April 15, 2019
May 15, 2019
June 15, 2019
July 15, 2019
August 15, 2019
September 15, 2019
October 15, 2019
November 15, 2019
December 15, 2019
January 15, 2020
February 15, 2020
March 15, 2020
April 15, 2020
May 15, 2020
June 15, 2020
July 15, 2020
August 15, 2020

Quarterly Invoice Periods:

1. June 1, 2018 to September 30, 2018
2. October 1, 2018 to December 31, 2018
3. January 1, 2019 to March 31, 2019
4. April 1, 2019 to June 30, 2019
5. July 1, 2019 to September 30, 2019
6. October 1, 2019 to December 31, 2019
7. January 1, 2020 to March 31, 2020
8. April 1, 2020 to June 30, 2020

Due No Later Than:

- November 15, 2018
February 15, 2019
May 15, 2019
August 15, 2019
November 15, 2019
February 15, 2020
May 15, 2020
August 15, 2020

- B. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period. 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.

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

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.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2016 BSCC Grant Administration Guide, which can be found under Quick Links here: http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

Name of Grantee
BSCC XXX-17

EXHIBIT B
SAMPLE - 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.

Name of Grantee
BSCC XXX-17

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$0	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0	\$0
4. Community-Based Organization (CBO) Subcontracts	\$0	\$0	\$0	\$0
5. Indirect Costs	\$0	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0	\$0
TOTALS	\$0	\$0	\$0	\$0

EXHIBIT C
SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C
SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

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

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

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

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

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

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

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

EXHIBIT C
SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D
SAMPLE - 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: CalVIP Request for Proposals and Attachment 2: Grant Proposal/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. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: CalVIP Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. 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.
- 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 CalVIP RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) **Access to Books and Records**

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. 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. Supporting documentation shall 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.
- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

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.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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: CalVIP Request for Proposal/Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

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

Name of Grantee
BSCC XXX-17

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**APPENDIX A
CaVIP EXECUTIVE STEERING COMMITTEE ROSTER**

CaVIP Executive Steering Committee for Grant Cycle from May 1, 2018 through April 30, 2020

	Name	Title	Organization
1	Michelle Scray Brown, Chair	Chief Probation Officer	San Bernardino County Probation Department & BSCC Board Member
2	Ben Beltramo	Deputy District Attorney	Alameda County District Attorney's Office
3	Rev. Charles Dorsey, Ph.D.	Executive Director	COR Community Development Corporation
4	Steven Kim	Co-Founder and Executive Director	Project Kinship
5	Sam Lewis	Members Services Senior Coordinator	Anti-Recidivism Coalition
6	Ray Lozada	Supervising Probation Officer	Sacramento County Probation Department
7	Julio Marcial	Director, Youth Justice	Liberty Hill Foundation
8	Mike McLively	Staff Attorney	Law Center to Prevent Gun Violence
9	Steve Moore	Sheriff	San Joaquin County
10	John Pineda	Leadership & Curriculum Specialist	Motivating Individual Leadership for Public Advancement (MILPA)
11	Fritz Reber	Captain, Support Operations Division	Chula Vista Police Department
12	Alfonso Valdez, Ph.D.	Professor	U.C. Irvine - School of Social Services
<i>Members of the original 2016 CalGRIP ESC that were unable to participate on the CaVIP ESC:</i>			
	Leonard Barra	Sergeant	Imperial City Police Department
	Jason Benge	Sergeant	Humboldt County Sheriff's Office
	Lynn Sharpe-Underwood	Community Advocate & Principal Lecturer	Alliant University, San Diego

APPENDIX B

Criteria for Non-Governmental Organizations Receiving CalVIP Funds

(Page 1 of 2)

The 2017-18 CalVIP Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any CalVIP funds. The RFP describes these requirements as follows:

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

- Have been duly organized, in existence, and in good standing as of June 1, 2018;
- Be registered with the California Secretary of State’s Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address.

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

Grantee:

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

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

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

APPENDIX B
Criteria for Non-Governmental Organizations Receiving CalVIP Funds

(Page 2 of 2)

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

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

Attachment F
Sample Governing Board Resolution – Cities Only

Before grant funds can be reimbursed, city grantees 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).

Below is sample language for a resolution. Applicants are encouraged (but not required) to submit the resolution with their application.

WHEREAS the ***(insert name of Lead Agency)*** desires to participate in the California Violence Prevention and Intervention (CalVIP) Grant 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)*** 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)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Attachment G
Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

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

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

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

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

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

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

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

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

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

Attachment H
Example of BSCC Comprehensive Monitoring Visit Tool

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

Grantee:	Award Year: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (as applicable)
Grant Program:	Federal Funds: <input type="checkbox"/> State Funds: <input type="checkbox"/>
Contract Number:	Grant Amount:
Project Title:	
Project Director:	Financial Officer:
Project Director Phone:	Financial Officer Phone:
Project Director E-Mail:	Financial Officer E-mail:
Field Representative:	Date of Visit:

Persons Interviewed During the Monitoring (Name, Title, Agency):

Project Sites Visited (Name, Address):

Project Summary:

SAMPLE

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable). **Yes** **No**

2. BSCC Grant Administration Guide

The Grantee has a copy of the BSCC Grant Administration Guide readily available and staff know how to use it (e-file is acceptable). **Yes** **No**

3. Organizational Chart

The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant. **Yes** **No**

4. Duty Statements

The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* **Yes** **No**

5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant (including those claimed as match). *Note: Estimates and/or percentages are not acceptable.* **Yes** **No**

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions (including those claimed as match). *Note: Estimates and/or percentages are not acceptable.* **Yes** **No** **N/A**

6. Staff Positions

All authorized positions are filled and performing grant-related duties. **Yes** **No**

If no, list all unfilled positions and explanations for vacancies in the Administrative Review Comments section.

7. Anticipated Changes

Are there any anticipated changes to staff or the project? **Yes** **No**
If yes, explain in the Administrative Review Comments section.

8. Subcontracts

8a. Does this grant provide for subcontracted services? **Yes** **No**
If yes, list subcontracts awarded in the Administrative Review Comments section.

8b. Copies of the subcontract awards are contained within the official project file. **Yes** **No** **N/A**

SAMPLE

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). **Yes No N/A**

8d. Subcontracts appear to be in compliance with conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant. **Yes No N/A**

9. Budget Modifications

9a. Copies of project budget modifications are maintained in the official file.

Yes No N/A

9b. Were there any substantial modifications made that were not approved by the BSCC?

Yes No

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

The Grantee maintains a Fidelity Bond (applicable for non-governmental entities only).

Yes No N/A

Field Representative Comments for Administrative Review Section:

Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

(for all federal grants; as applicable to state-funded programs)

1. Equal Employment Opportunity Plan

1a. The Grantee has an Equal Employment Opportunity Plan (EEOP) on file for review.

Yes No

1b. If yes, on what date did the Grantee prepare the EEOP?

2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)?

Yes No N/A

2b. If yes, on what date did the Grantee submit the EEOP Short Form?

3. Notification to Program Participants

How does the Grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)?

Explain in Civil Rights Review Comments section.

SAMPLE

4. Notification to Employees

How does the Grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)?

Explain in Civil Rights Review Comments section.

5. Complaints

There are written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR.

Yes No N/A

6. Discrimination on the Basis of Disability

If the Grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:

6a. Adopted grievance procedures (for both employees and program participants) that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

Yes No N/A

6b. Designated a person to coordinate compliance with prohibitions against disability discrimination?

Yes No N/A

6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?

Yes No N/A

7. Discrimination on the Basis of Sex

If the Grantee operates an education program or activity, have they taken the following actions?

7a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of sex?

Yes No N/A

7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?

Yes No N/A

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities?

Yes No N/A

8. Findings

The Grantee has complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex.

Yes No N/A

9. Limited English Proficiency

What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.

SAMPLE**10. Training**

Training is conducted for the Grantee's employees on the requirements under federal civil rights laws. **Yes** **No** **N/A**

11. Religious Activities

If the grantee conducts religious activities as part of its program or services, do they:

11a. Provide services to everyone regardless of religion or religious belief?

Yes **No** **N/A**

11b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities?

Yes **No** **N/A**

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs?

Yes **No** **N/A**

Field Representative Comments for Civil Rights Review Section:

Number comments to correspond to the Civil Rights Review items.

III. FISCAL REVIEW**1. Budget File**

The Grantee maintains an official budget file for the project. **Yes** **No**

2. Fiscal Policies and Procedures

2a. The Grantee maintains written procedures for the fiscal policies related to the grant and they are accessible by grants management staff. **Yes** **No**

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances).

Yes **No**

3. Invoices

3a. Financial invoices are current and spending is on track. **Yes** **No**

3b. Copies of the BSCC invoices for reimbursement are within the official file.

Yes **No**

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match.

Yes **No**

3d. Salaries and benefits can be easily tied back to reimbursement invoices.

Yes **No**

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal).

Yes **No** **N/A**

SAMPLE

3f. Expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide. **Yes** **No**

4. Tracking

4a. BSCC contract funds are deposited into separate fund accounts or coded to distinguish grant funds from other fund sources. **Yes** **No**

4b. The Grantee maintains a tracking system for purchases, including receipts and disbursements, related to the grant program. **Yes** **No**

4c. Tracking reports are reviewed by management and/or program staff. **Yes** **No**

4d. The Grantee can provide general ledgers documenting the entries for receipts and disbursements. **Yes** **No**

5. Equipment/Fixed Assets

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds? **Yes** **No**

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item. **Yes** **No** **N/A**

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification. **Yes** **No** **N/A**

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds. **Yes** **No** **N/A**

5e. The Grantee maintains proof of receipt of equipment/fixed assets. **Yes** **No** **N/A**

6. Supplanting

The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting). **Yes** **No**

7. Match

7a. The Grantee is in compliance with the match requirement. **Yes** **No** **N/A**

7b. If the Grantee is currently under-matched, is there a plan to meet the contractually obligated match amount?

8. Project Income

Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.)? **Yes** **No** **N/A**

9. Subcontracts

9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? **Yes** **No** **N/A**

9b. What type of documentation detail does the agency keep for subcontractor service delivery billing (to include list of positions funded, documented staff hours, list of services delivered, client sign-in logs, time/duration of services, other invoice detail, etc.)?

Describe in the Fiscal Review Comments section.

SAMPLE

9c. Is the source documentation sufficient to justify charges? **Yes** **No** **N/A**

9d. Does the Grantee conduct desk audits of subcontract agencies?
Yes **No** **N/A**

9e. Does the Grantee conduct site visits to subcontract agencies?
Yes **No** **N/A**

10. Audits

10a. What type of audit report will the project submit?

Single City/County Audit Report

Program Specific Audit

Other

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. **Yes** **No**

Field Representative Comments for Fiscal Review Section:

Number comments to correspond to Fiscal Review items.

IV. PROGRAM REVIEW

Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine compliance.

1. Governing Body

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities?
Yes **No** **N/A**

1b. If so, has this body been formed and is it meeting as required?
Yes **No** **N/A**

1c. Are all of the required members participating?
Yes **No** **N/A**

2. Evidence-Based Interventions

2a. List all interventions being used by the grantee.
List in the Program Review Comments section.

2b. Which interventions do the grantee identify as "evidence-based?" Why? Based on what information? **Explain in the Program Review Comments section.**

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended? **Yes** **No**

3. Assessments

3a. If providing direct services, how are participants assessed for risk, need and responsivity?
Explain in the Program Review Comments section.

SAMPLE

3b. How is that information used? *Explain in the Program Review Comments section.*

4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project?

Yes No

4b. Are there opportunities for ongoing training for staff affiliated with the grant?

Yes No

5. Policies & Procedures

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project?

Yes No

5b. Are they accessible to staff?

Yes No

6. Case Management/Tracking

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track clients served by the grant?

Yes No N/A

6b. If not, how are services and/or clients tracked?

Explain in the Program Review Comments section.

7. Source Documentation

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the clients served.

Yes No N/A

8. Progress Reports

8a. Progress Reports are current.

Yes No

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports.

Yes No

If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.

If yes, explain in the Program Review Comments section.

Yes No

10. Sustainability

Does the grantee have a sustainability plan to continue service delivery after grant funds expire?

Yes No

Describe in the Program Review Comments section.

11. Other Requirements Reviewed

Per this site visit review, programmatic requirements specific to this grant program are being met.

Yes No

Field Representative Comments for the Program Review Section:

Number comments to correspond to Program Review items.

SAMPLE

V. DATA COLLECTION AND EVALUATION

1. Evaluator

Does the Grantee subcontract for its data collection and evaluation services?

Yes No N/A

If yes, list name of organization and describe the relationship in the Data Collection and Evaluation Comments section.

2. Evaluation Plan

Is the Grantee on track with the activities and milestones described in its Evaluation Plan?

Yes No N/A

3. Preliminary Evidence

3a. Do the data collection efforts show any preliminary evidence that could impact the project?

Yes No N/A

3b. Has the Grantee used this information to make improvements or changes to the project?

Yes No N/A

Field Representative Comments for Data Collection and Evaluation Section:

Number comments to correspond to Data Collection and Evaluation Review items.

VI. MONITORING SUMMARY

1. Outcome of Visit

1a. Does the project generally meet BSCC grant requirements?

Yes No

1b. If no, will a Compliance Improvement Plan be submitted?

Yes No

1c. Describe here:

2. Technical Assistance

2a. Does the Grantee have any technical assistance needs?

Yes No

2b. Describe here:

Attachment H Attachment I CalVIP Project Work Plan

Applicants for CalVIP grant funds shall complete a 1-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the CalVIP Project Work Plan, applicants should copy and paste the following tables into a separate document. List only the top three goals of the project.

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