

2019 Tribal Youth Diversion Grant

This RFP was updated on November 27, 2019 to include
an email address on page 3

REQUEST FOR PROPOSALS


Eligible Applicants:
Federally Recognized Indian Tribes in California

Grant Period: July 1, 2020 to December 31, 2023

RFP Released: November 14, 2019
Letters of Intent Due: December 20, 2019
Proposals Due: February 21, 2020



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CONFIDENTIALITY NOTICE

All documents submitted as a part of the 2019 Tribal Youth Diversion Grant application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: GRANT INFORMATION

Grant Program Background

The Tribal Youth Diversion Grant program was originally established as part of the Youth Reinvestment Grant (YRG) that was created through enacted of the 2018 Budget Act (Chapter 29) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018). The 2019 Budget Act (Chapter 23, Statutes of 2019) establishes the Tribal Youth Diversion (TYD) Grant as independent from the YRG. TYD grants support Indian tribes in the implementation of diversion programs for Indian children using trauma informed, community-based, and health-based interventions. Funding priority must be given to diversion programs that address the needs of Indian children who experience high rates of juvenile arrests, high rates of suicide, high rates of alcohol and substance abuse, and average high school graduation rates that are lower than 75 percent.

Total funding for the Tribal Youth Diversion Grant under this Request for Proposals (RFP) is \$9,700,000 over the course of the grant term, which is July 1, 2020 through December 31, 2023.

Contact Information

This RFP provides the information necessary to prepare a proposal to the BSCC for grant funds available through the 2019 Tribal Youth Diversion Grant.

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: TribalYouthDiversion@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP until February 14, 2020. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process and the TYD application for funding will be posted on the BSCC website and updated periodically through February 21, 2020.

Bidder's Conference

Prospective applicants are invited, but not required, to attend a Bidder's Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective applicants and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidder's Conference. Details for the Bidder's Conference are listed below:

2019 Tribal Youth Diversion Grant Bidder's Conference

Wednesday, December 11, 2019

1:30 p.m.

Board of State and Community Corrections

1st Floor Board Room

2590 Venture Oaks Way

Sacramento, CA 95833

If your organization plans to attend the Bidder's Conference in person, please email an RSVP by December 4, 2019 with the name of the organization and the number of individuals that will attend. This will help us in planning and preparing materials that will be needed.

Email RSVP to: TribalYouthDiversion@bscc.ca.gov

(Subject line: Tribal Youth Diversion Grant Bidder's Conference)

Please note: The Bidder's Conference will be livestreamed at www.bscc.ca.gov.

Letter of Intent

Applicants interested in applying for the 2019 Tribal Youth Diversion 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 include the following information:

- Name of the Applicant Tribe;
- Name of the contact person; and
- A brief statement indicating the Tribe's intent to submit a Proposal.

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 20, 2019** via email or U.S. mail, using one of the following submission options:

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

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

Proposal Due Date and Submission Instructions

Applicants must submit one electronic copy of the original signed proposal to the BSCC by **5:00 p.m. on February 21, 2020**.

A complete proposal package will include:

1. An Excel version of the budget attachment and
2. One pdf file that contains a scanned copy of the remainder of the proposal.

If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. (PST) on February 21, 2020 the proposal will not be considered.

Email the complete proposal package to: TribalYouthDiversion@bscc.ca.gov.

Grant Program Description

The purpose of this grant program is to divert Indian children from entering, or furthering their involvement in, the juvenile justice system. Funded grant programs will use trauma-informed, community-based, and wellness-based interventions to deliver diversion programs and/or services to Indian children in communities where there are:

- High rates of juvenile arrests;
- High rates of suicide;
- High rates of alcohol and substance abuse; and
- Average high school graduation rates that are lower than 75 percent.

Eligibility

Eligible applicants are federally recognized Indian tribes in California. The current list, as published by the U.S. Department of Interior, Bureau of Indian Affairs, is attached as Appendix A.

Based on the limitations of available data regarding Indian children and feedback from subject matter experts on the Executive Steering Committee, all federally recognized tribes in California are presumed to meet the criteria noted above of experiencing high rates of juvenile arrests, high rates of suicide, high rates of alcohol and substance abuse, and lower than average high school graduation rates. Consequently, these criteria for funding priority has already been met by all federally recognized Indian tribes in California.

Application Types

There are two types of applications allowed under this grant: individual applications and regional applications. An individual application is one in which a single tribe submits an application to provide services independently. A regional application is one that includes

a project component involving at least one other neighboring tribe who is serving as the co-applicant.

Each applicant may submit up to two (2) proposals under the following categories:

1. A tribe may submit one (1) individual application for funding.
2. A tribe may be identified as a partner in one (1) individual application that is submitted by another tribe.
3. A tribe may be the lead in one (1) regional application for funding.
4. A tribe may be identified as a co-applicant in one (1) regional application in which another tribe is identified as the lead.

Any applicant that is a party to two applications must ensure that those two applications are unique, i.e., that each proposal contains multiple characteristics or features that distinguish it from the other proposal.

PLEASE NOTE: Grantees that received 2018 Tribal Youth Diversion Grant funds are eligible and may apply for this grant. However, any proposals received must be unique and different than the program(s) previously funded.

Regional Applications

A single tribe must be identified as the “lead” in every regional application. The lead tribe must be a federally recognized tribe. A “region” is defined as two or more neighboring tribes, including the lead applicant and at least one other neighboring tribe. Every tribe involved in a regional application must submit a resolution from its Tribal Council indicating its support of the regional effort and identifying its roles and responsibilities relative to the lead grantee and the overall project.

The maximum amount of funding for which a regional applicant may apply, is the aggregate amount of funds they would have received if awarded as individual applicants. For example, if two tribes submit a regional application, the maximum request amount for that application is \$2,800,000, or 2 x \$1,400,000. Although non-federally recognized tribes may be included as project partners, the amount of funding that a regional application may request is determined based solely on the number of federally recognized tribes that make up the “region.”

Criteria for All Non-Governmental Organizations

Any non-governmental organization (NGO) that receives Tribal Youth Diversion funds (as a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the TYD grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of

the grant agreement with the BSCC or the grantee-subcontractor fiscal agreement.

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

Applicants must submit Appendix B, Criteria for NGOs receiving Tribal Youth Diversion Grant Funds as part of the complete RFP package to document the compliance of any NGOs identified as partners in the proposal. All grantees must submit updated Appendix Bs throughout the life of the grant agreement for any additional NGOs that may be awarded TYD funds through subgrants or subcontracts. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

Project Funding Information

Grant Period

Successful applicants will be funded for a 3 1/2-year grant period beginning on July 1, 2020 and ending on December 31, 2023.

Funding Amount

A total of \$9,700,000 in state general funding is available statewide. The maximum amount for which any single applicant may apply is \$1,400,000. There is no minimum.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all the full 3 ½ years of the grant cycle. For example, if an applicant is requesting \$1,000,000, the budget must add up to \$1,000,000 and the budget detail must clearly illustrate the line items within which that \$1,000,000 will be spent over the 3 ½-year grant period.

Funding Categories and Funding Threshold

Recognizing that tribes located in urban and rural areas have different capacities, resources, and needs, there are two categories in which applicants will compete. The total amount of funding has been distributed between the two categories as shown in the table below.

These categories were established so that projects developed by tribes in rural areas would not compete with tribes in urban areas where there are potentially more resources available. Individual applicants will indicate on the application whether they identify as a Rural or Urban tribe. Recognizing that some tribes may have both urban and rural characteristics, tribes should choose whichever designation is most representative.

Tribes submitting a regional application will be categorized as Rural or Urban based on the designation selected by the lead applicant as Rural or Urban. The maximum amount of funding for which any individual applicant may apply, regardless of area category, is \$1,400,000. The maximum amount of funding for which any regional applicant may apply, regardless of area category, is the aggregate amount of funds they would have received if awarded as individual applicants. For example, if two tribes submit a regional application, the maximum request amount for that application is \$2,800,000, or 2 x \$1,400,000.

Area Category	Funds Allocated to this Category
1) Rural Area	\$4,850,000
2) Urban Area	\$4,850,000
Total Funding Available:	\$9,700,000

Note: Applicants must receive at least 60% of the total points available to be considered for funding (see Rating Factors, page 9). If there are not sufficient qualified applicants in one category to exhaust all funds, those funds will be recommended for the highest rated proposals that were qualified applicants in the other category.

Match Requirement

The Tribal Youth Diversion Grant does not require a match.

Supplanting

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

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

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

Project 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 (four months post-award) and, (2) a Local Evaluation Report (three months after the conclusion of the grant). See Appendix E, Glossary of Terms, for key definitions related to project evaluation.

Local Evaluation Plan - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a description of how they plan to determine the effectiveness of the proposed program in

relation to each of its goals and objectives identified in the proposal. The LEP should describe the approach that will be used to measure the outcomes of youth, with the project goals and the objectives clearly stated. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix F for a sample of the LEP components.

Local Evaluation Report - Following project completion, grantees are required to complete a Local Evaluation Report (LER) which must be in a format prescribed by the BSCC. The purpose of the LER is to learn whether the overall project was sufficient in meeting the goals laid out in the LEP. To do this, the grantee must analyze and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the Evaluation Report will be made available to successful applicants.

To better ensure the goals and objectives listed in the proposal are realistic and measurable, applicants are encouraged to identify partners early on who can assist in project development. Implementation planning, oversight, and reporting activities may be funded by Tribal Youth Diversion Grant or other funds. If grants funds will be used, they must be included in the applicant's proposed budget.

BSCC Executive Steering Committee Process

Youth Reinvestment Grant Program Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision making related to the Board's programs. These committees 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 and Advisory Groups - 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. The Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The 2019 Tribal Youth Diversion Grant ESC includes subject matter experts on American Indian populations and culture, historical trauma, youth diversion programs, trauma-informed care, health and wellness, and law enforcement. A list of ESC members can be found in Appendix H.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the above referenced TYD Executive Steering Committee from receiving funds from the 2019 Tribal Youth Diversion Grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the 2019 Tribal Youth Diversion Grant ESC membership roster, and ensuring that no grant dollars are passed through to any entity represented by any member of the ESC.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive an electronic auto-confirmation email from the BSCC stating that the proposal has been received.

Disqualification – **PLEASE REVIEW CAREFULLY**



The following will result in an automatic disqualification:

- An electronic version of the complete proposal package is not received by 5:00 p.m. PST on February 21, 2020.
- The Proposal Narrative does not meet the narrative formatting requirements below (see sample Formatting Tool Appendix G):
 - Arial 12-point font
 - One-inch margins on all four sides
 - 1.5-line spacing
- The Proposal Narrative exceeds 12 numbered pages in length.
- The Budget Attachment (Excel document), both tables and narrative, is incomplete and/or the total amount included in the budget table does not match the request amount included elsewhere in the application.
- The Proposal Package does not contain all required sections:
 - Coversheet – accurately completed
 - Checklist – filled out and signed
 - Applicant Information Form – completed and signed
 - Proposal Abstract
 - Proposal Narrative
 - 2019 TYD Budget Table & Narrative Attachment (in Excel)
 - Criteria for Non-Governmental Organizations Receiving TYD Funds (Appendix B) – completed and signed
 - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix C) – completed and signed
 - Project Work Plan (1-2 pages)
 - Letter of Commitment
- “Additional Documents” or attachments, including Letters of Commitment, exceed 5 pages.
- “Additional Documents” or attachments are not in Arial 12-point font with 1-inch margins on all four sides and 1.5-line spacing. Letters of Commitment are NOT required to meet these specifications.
- The applicant’s individual application requests more than \$1.4 million.

- The applicant's regional application requests more than \$1.4 million per co-applicant tribe.

NOTE: Disqualification means that the proposal will not move forward to the ESC for the Proposal Rating Process and, therefore, will NOT be considered for funding.

Rating Process

Unless disqualified, proposals will advance to the Proposal Rating Process. The 2019 Tribal Youth Diversion Grant ESC members will 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 the Budget. Following the proposal rating process, the ESC will develop funding recommendations for consideration by the BSCC Board. It is anticipated the BSCC Board will act on the funding recommendations of the ESC at its meeting on June 11, 2020. Applicants that are selected for funding will be notified of the Board's funding decision. Applicants and partners are not permitted to contact members of the ESC or the BSCC Board Members to discuss proposals.

Rating Factors

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

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	1 - 5	30%	70
2	Project Description	1 - 5	50%	100
4	Data Collection/Evaluation	1 - 5	15%	20
5	Project Budget	1 - 5	5%	10
Maximum Possible Proposal Score:			100%	200
Preference Points: Regional Applications – Working with 2 or more tribes				5
Maximum Possible Score with Preference Points:				205

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 1 to 5, according to the Five-Point Rating Scale shown below. Each Rating Factor score is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall score.

Preference Points: Regional Applications

A total of five preference points will be awarded to applicants that apply under a regional application. To receive preference points, applicants must address all of the following:

1. The application must identify a federally recognized tribe as the lead applicant.
2. The application must identify at least two neighboring tribes as having defined roles and responsibilities within the overall application.
3. Every tribe involved in the regional application must submit a letter indicating its commitment to the regional effort and identifying its roles and responsibilities relative to the lead grantee and the overall project.
4. The application must meet all requirements under "Regional Applications" on page 4 of this RFP.

Threshold/Minimum Score

A threshold of **60%** or minimum score of **120** total points, must be earned to be considered for funding.

Scoring Rubric for 1-5 Point Range

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

General BSCC Grant Requirements

Grant Agreement

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

The Grant Agreement start date is expected to be July 1, 2020. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board/Tribal Council Resolution

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

Audit Requirements

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

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 grant.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined later). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grant recipients may use TYD Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include anticipated travel costs for this one-day training in the budget section of the proposal under the "Other" category.

Funding Awards

The BSCC will disburse one-third of awarded funds within 75 days of the date the grant agreement is fully executed. The grantee shall agree to deposit grant funds into a banking account established by the grantee and the grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantees shall only use grant funds for allowable costs and shall provide invoices and supporting documentation to the BSCC periodically or upon request. When a grantee expends 80% of the disbursed funds and has submitted the required documentation to the BSCC, and provided the grantee has met the other terms and conditions of the grant, the BSCC shall disburse an additional 1/3 of the award under the same terms and conditions. The final 1/3 of the award shall be disbursed after a grantee expends 80% of the total disbursed funds. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

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

Quarterly Progress Reports

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

Travel

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

Tribes

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

Non-Governmental Organizations (NGOs)

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

Units of Government

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

Out-of-State Travel

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

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

Debarment, Fraud, Theft, or Embezzlement

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

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

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

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

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

Compliance Monitoring Visits

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

Use of Effective Programs and Data-Driven Approaches¹

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence that reduces youth risk factors and rates of recidivism but is also based on participant characteristics, situations, and preferences.

Applicants are required to use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects. Applicants should demonstrate that their proposal is linked to the implementation of practices and strategies supported by data. The following information is offered to help applicants understand the BSCC's broad view of data-supported practices and decision-making:

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

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

¹ Lowenkamp and Latessa, 2003; Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b; Center for Criminal Justice Research and the Corrections Institute at the University of Cincinnati, Correctional Program Checklist Assessment

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

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

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

Summary of Key Dates

The following table shows a timeline of key dates related to the 2019 Tribal Youth Diversion Grant.

Activity	Tentative Date
Release Request for Proposals Solicitation	November 14, 2019
Bidders' Conference	December 11, 2019
Letter of Intent Due to the BSCC	December 20, 2019
Grant Proposal/Application Due to the BSCC No later than 5:00 p.m.	February 21, 2020
Proposal Rating Process and Development of Funding Recommendations	Mid-April – Late May, 2020
BSCC Board Meeting for Funding Approval	June 11, 2020
Grants Begin/Contracts Expected to Commence	July 1, 2020
Mandatory Grantee Orientation	To Be Determined

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

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

- Proposal Abstract
- Proposal Narrative & Budget Attachment
 1. Project Need
 2. Project Description
 3. Data Collection/Evaluation
 4. Project Budget
- Project Work Plan
- Request for Proposals Additional Documents
 - Letters of Commitment

*****THE REQUEST FOR PROPOSAL PACKAGE – EXCEPT FOR THE BUDGET – CAN BE FOUND AT THE END OF THIS ENTIRE DOCUMENT.*****

Proposal Abstract

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

Proposal Narrative

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

The 12-page limit for this section does not include the mandatory Cover Sheet, Proposal Checklist, Applicant Information Form, Project Abstract, Budget Attachment (Table & Narrative), or other required attachments (see Proposal Checklist).

It is up to the applicant to determine how best to use the total 12-page limit in addressing each section; however, as a guide, the percent of total point value for each section is listed within each header.

1. Project Need (Percent of Total Value: 30%)

Address the following in narrative form:

The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Program Need are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

- Define the population of youth to be served by these grant funds. This should include details such as gender, age, offense history, and any other data that supports the need for services within the identified population.
- Clearly identify the need for diversion programs/services amongst the Indian children who comprise the target population in the proposed project service area.
- Use data or other supporting information to support the identified need. Supporting documentation should include both qualitative and quantitative data.
- Identify existing gaps in available resources, services, and/or activities within the proposed project area for the target population.

- Explain any methods that were used to conduct outreach and/or gather input from interested parties in order to determine the need that is presented in this proposal.

Rating Criteria for Project Need (scored on a scale of 1 – 5; weighted at 30%)	
1.1	The applicant has clearly identified the specific target population to be served (e.g., gender, age, offense history, and/or other supporting data).
1.2	The applicant has described the diversion need(s) of the selected target population.
1.3	The applicant has provided qualitative and/or quantitative data that connects to the need(s) stated in 1.2.
1.4	The applicant has identified a lack of service or service gaps that contribute to the need.
1.5	The applicant has solicited community input/outreach in determining need (e.g., townhalls, surveys).

2. Project Description (Percent of Total Value: 50%)

Address the following in narrative form:

Target Population

- Identify the eligibility criteria that will be used to determine whether a given youth is enrolled in the program.
- Describe how the referral process will work, including identification of who may make referrals.
- Explain how any determination of need and/or screening tools may be used and for what purpose.
- Define the approach that will be used to select the specific services that will be provided to individual youth who are enrolled in the project. Explain the process that will be used to determine what specific programs, services and/or interventions will be received by each participant.

Project

- Justify how the proposed project was identified as the most appropriate to meet the needs of your target population.
- Identify how cultural relevancy will be incorporated into the proposed project.
- Identify the total youth population in the proposed service area as well as what percent of those youth are anticipated to receive services under this proposal.
- Describe all services/interventions to be delivered to youth under this proposal and how those services will be delivered.

- Complete the Project Work Plan using the template provided in the proposal package at the end of the RFP to identify the project's top three goals and objectives.
 - Describe the relationship of the project's goals and objectives to the need and intent of the grant.
 - Identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.

Outreach, Experience and Engagement

- Articulate the plan for engaging community partners in the proposal development as well as the program implementation over the length of the grant.
- Describe the applicant's experience, staffing and/or partnerships that will ensure effective implementation of the proposed project. If applicable, identify the process that will be used for selecting program partners during project implementation.

Rating Criteria for Project Description (scored on a scale of 1 – 5; weighted at 50%)	
2.1	The applicant identified eligibility criteria.
2.2	The applicant described the referral process.
2.3	The applicant described the determination of need and/or screening (if any) that may be used and for what purpose.
2.4	The applicant provided a plan for selecting the services that will be received by participants.
2.5	The applicant provided a rationale for the proposed project which included a description of relevant information to support the selection of the proposed project for the target population.
2.6	The applicant described the cultural relevancy of the proposed project.
2.7	The applicant identified the relationship of the total percent of individuals to be served to the target population and the need (e.g., the percent of those projected to be served compared to the targeted population is 75% and those projected to be served compared to the need is 70%).
2.8	The applicant described the proposed services/interventions of the grant project and how the services will be delivered.
2.9	The applicant has completed the Project Work Plan as appropriate to the proposed project.

2.10	The applicant described a plan to engage the larger community in the development and implementation throughout the grant cycle.
2.11	The applicant has described its experience, staffing and/or partnerships to implement the proposed project. If partners are to be selected after the grant is awarded, then specify the process for selecting those partners.

3. Data Collection/Evaluation (Percent of Total Value: 15%)

Address the following in narrative form:

- Describe the process that will be used to ensure that quarterly progress reports are completed accurately and timely.
- Outline all plans/action steps taken to ensure that local and/or tribal data are collected, maintained, reported, and used as a management tool for program decision making.

Rating Criteria for Data Collection/Evaluation (scored on a scale of 1 – 5; weighted at 15%)	
3.1	The applicant demonstrated a commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress reports).
3.2	The applicant described its plan/steps taken to ensure that local/tribal data are collected, maintained, reported, and used as a management tool for project decision making.

4. Program Budget (Percent of Total Value: 5%)

As part of the application process, applicants are required to submit the Tribal Youth Diversion Grant Budget Attachment (Budget Attachment), a link for which can be found on the next page. The Budget Attachment does not count toward the 12 pages allowed for the Proposal Narrative sections. Upon submission, the Budget Attachment will become “Section 4: Project Budget” of the official proposal package and will be rated as such based on the criteria listed below. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment and are encouraged to double check all entries.

All project costs must be directly related to the objectives and activities of the proposed project. The Budget Attachment covers the entire 3 ½-year grant term. For example, if

you are requesting \$1 million, the budget table must total \$1 million and the corresponding narrative must explain how that \$1 million would be spent over the 3 ½-year term of the grant.

The following items – applied to both the project budget table and the project budget narrative – are rated as a part of this section, and must be addressed by the applicant in the TYD Budget Attachment:

Rating Criteria for Project Budget (scored on a scale of 1 – 5; weighted at 5%)	
4.1	The applicant has submitted a Budget Table that is appropriate to the proposed project.
4.2	The applicant has provided a budget narrative that relates the expenses to the proposed project and is all inclusive to the needs and services of the targeted population.

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

To access the TYD Budget Attachment, [click here](#).

For additional guidance on grant budgets, refer to the *BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning & Grant Programs home page:

<http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf>

Request for Proposals Additional Documents – (5 Pages Maximum)

Letters of Commitment

Every applicant must submit either (1) a Letter of Commitment from a collaborative partner or (2) a letter explaining why no collaboration will be used.

1. At least one Letter of Commitment is encouraged from each applicant and must be a statement of active participation by a collaborative partner with the project. The Letter should specify any resources the partner entity will commit to the project and should identify what roles and responsibilities it will contribute to a successful project outcome.

There is no required format for the Letter of Commitment; however, each Letter must be on the collaborating partner's organization letterhead. Each Letter must be crafted to address a specific partner collaboration and should address, at a minimum:

- What the collaborator will contribute to the project;
 - Information that the partner has the capacity to fulfill its roles/responsibilities; and
 - A statement that the partner is committed to achieving the overall success of the proposed Tribal Youth Diversion project.
2. In the event an applicant does not plan to use any collaborative partners, that applicant must submit a letter describing its self-sufficiency and explaining how it will function independently to carry out the grant objectives.

Endnotes, Bibliography, Charts & Graphs

Applicants may also include endnotes, a bibliography, charts, and/or graphs if those additional documents are cited within the Proposal Narrative and directly support the Proposal Narrative.

APPENDICES

APPENDIX A
**Federally Recognized Tribes in California by U.S. Department of Interior,
Bureau of Indian Affairs as of February 1, 2018**

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

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

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

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

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

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

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

¹ The Tribe is listed as the Capitan Grande Band of Diegueno Mission Indians of California: Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation on the Federal Register Notice dated January 30, 2018

² The Tribe is listed as the Capitan Grande Band of Diegueno Mission Indians of California: Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation on the Federal Register Notice dated January 30, 2018

APPENDIX B

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

(Page 1 of 2)

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

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

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

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 Tribal Youth Diversion RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

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

APPENDIX C

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 <small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHOTIZED OFFICER SIGNATURE (Blue Ink Only) <div style="border-bottom: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;">X</div>			DATE

APPENDIX D
SAMPLE: Governing Board or Tribal Council Resolution

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

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

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

WHEREAS the ***(insert name of Applicant Tribe)*** desires to participate in the 2019 Tribal Youth Diversion Grant program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

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

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

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

Ayes:

Nos:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

APPENDIX E

Glossary of Terms

Diversion

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

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

Health-Based

Tribal Youth Diversion projects must incorporate health-based interventions, with an emphasis on wellness-based approaches. As adapted from the World Health Organization's definition, "wellness" is defined for the purposes of this grant as a state of complete physical, mental, spiritual, and social wellbeing and not merely the absence of disease or infirmity.

Cultural Relevance

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

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

Trauma-Informed

"Trauma-informed" means an approach that involves an understanding of adverse childhood experiences and responding to symptoms of chronic interpersonal trauma and traumatic stress across the lifespan of an individual. A Trauma-Informed approach in the diversion system is one in which all diversion partners should recognize and respond to the impact of traumatic stress and apply a trauma-informed approach that is designed to meet the individual needs of each child.

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

Service Need Determination

In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-informed, culturally relevant and developmental appropriate. Approaches could include,

but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and, if so, which specific services each youth is best matched with.

Local Evaluation Plan and Local Evaluation Report²

The primary purpose of the Local Evaluation Plan and Local Evaluation Report³ is to assess 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 could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates).
- Implementation of programs aimed at reducing the number of referrals for alcohol and substance use.
- Changes in policies that improve Indian children access to culturally rooted services.

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

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

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and

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/pubs/juv-justice/program-evaluation.pdf>.

³ *Id* at pp. 7-8.

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/pubs/juv-justice/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 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/pubs/juv-justice/program-evaluation.pdf>.

3) Target Population– who is affected by the objective.

Examples of program objectives⁷:

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

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.⁸ Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990⁹; Cullen and Gendreau, 2000¹⁰; Lipsey 1999¹¹), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess 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

⁷ *Id.*

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

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

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

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

APPENDIX F

SAMPLE: Local Evaluation Plan Components

A Local Evaluation Plan (LEP) should, at a minimum, address the following:

1. What are the Project Goals?
2. What are the corresponding Project Objectives?
3. Define the targeted youth (for example: gender, age, risk factors, prior involvement with the juvenile justice system (if applicable), etc.
4. Describe the process for determining which interventions(s) and/or services a participant needs and will receive.
5. How does the project plan to document the services within the intervention(s) and/or services provided to each participant?
6. What is the estimated number of participants receiving the different intervention(s) and/or services being provided by the project?
7. How does the project plan to track the participants in terms of their progress in the project (for example start dates, attendance logs, dropouts, successful completions, progress milestones, etc.)?
8. Describe the project-oversight structure and overall decision-making process for the project.
9. How does the project anticipate ensuring project components are being monitored, determined effective, and adjusted as necessary?
10. Describe the project's plan for documenting activities performed by staff and contracted providers, if applicable.
11. What outcome variables/measures will be tracked and how will the project track/record these?
12. Detail the criteria for determining participant success/failure in the project.
13. Identify the method of determining if the project achieved the goals provided above.
14. How does the project plan to document the cost per participant?

APPENDIX H
2019 Tribal Youth Diversion Executive Steering Committee
Membership Roster

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

APPENDIX I: SAMPLE – Grant Agreement

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC XXX-20

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

JULY 1, 2020

THROUGH END DATE

MARCH 31, 2024

3. The maximum amount of this Agreement is:

\$000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	2019 Tribal Youth Diversion Program Request for Proposals	*
Attachment 2	2019 Tribal Youth Diversion Program Application for Funding	xx
Appendix A	2019 Executive Steering Committee	2
Appendix B	Criteria for Non-Governmental Organizations Receiving TYD Program Funds	2

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

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

CONTRACTOR

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

GRANTEE NAME

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

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

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

1. GRANT AGREEMENT – TRIBAL YOUTH DIVERSION PROGRAM

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. Project Summary here....
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2019 Tribal Youth Diversion Grant Request for Proposals (incorporated by reference) and Attachment 2: 2019 Tribal Youth Diversion Grant Application for Funding, which are attached 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:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:
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.

EXHIBIT A
SAMPLE - SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the 2019 Tribal Youth Diversion Grant Request for Proposals (RFP).

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

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

Progress Reporting Periods	Due no later than:
1. July 1, 2020 to September 30, 2020	November 16, 2020
2. October 1, 2020 to December 31, 2020	February 15, 2021
3. January 1, 2021 to March 31, 2021	May 17, 2021
4. April 1, 2021 to June 30, 2021	August 16, 2021
5. July 1, 2021 to September 30, 2021	November 15, 2021
6. October 1, 2021 to December 31, 2021	February 14, 2022
7. January 1, 2022 to March 31, 2022	May 16, 2022
8. April 1, 2022 to June 30, 2022	August 15, 2022
9. July 1, 2022 to September 30, 2022	November 14, 2022
10. October 1, 2022 to December 31, 2022	February 14, 2023
11. January 1, 2023 to March 31, 2023	May 15, 2023
12. April 1, 2023 to June 30, 2023	August 14, 2023
13. July 1, 2023 to September 30, 2023	November 14, 2023
14. October 1, 2023 to December 31, 2023	February 14, 2024

B. Evaluation Documents

	Due no later than:
1. Local Evaluation Plan	October 30, 2020
2. Local Evaluation Report	March 31, 2024

C. Other

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

6. AUDIT REQUIREMENT

- A. The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three (3) years following the end of the grant period.
- B. 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 grant.

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

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.

- B. 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.
- C. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- D. 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.
- E. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

8. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Tribal Youth Diversion Grant Executive Steering Committee (ESC) from receiving funds from the 2019 Tribal Youth Diversion grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Tribal Youth Diversion ESC membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the ESC.
- B. In cases of an actual conflict of interest with an ESC member, the BSCC 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

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Monthly Invoicing Periods

1. July 1, 2020 to July 31, 2020
2. August 1, 2020 to August 31, 2020
3. September 1, 2020 to September 30, 2020
4. October 1, 2020 to October 31, 2020
5. November 1, 2020 to November 30, 2020
6. December 1, 2020 to December 31, 2020
7. January 1, 2021 to January 31, 2021
8. February 1, 2021 to February 29, 2021
9. March 1, 2021 to March 31, 2021
10. April 1, 2021 to April 30, 2021
11. May 1, 2021 to May 31, 2021
12. June 1, 2021 to June 30, 2021
13. July 1, 2021 to July 31, 2021
14. August 1, 2021 to August 31, 2021
15. September 1, 2021 to September 30, 2021
16. October 1, 2021 to October 31, 2021
17. November 1, 2021 to November 30, 2021
18. December 1, 2021 to December 31, 2021
19. January 1, 2022 to January 31, 2022

Due No Later Than:

- September 14, 2020
October 15, 2020
November 14, 2020
December 16, 2020
January 14, 2021
February 14, 2021
March 16, 2021
April 14, 2021
May 15, 2021
June 15, 2021
July 15, 2021
August 14, 2021
September 14, 2021
October 15, 2021
November 16, 2021
December 16, 2021
January 14, 2022
February 14, 2022
March 17, 2022

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

20. February 1, 2022 to February 28, 2022	April 14, 2022
21. March 1, 2022 to March 31, 2022	May 17, 2022
22. April 1, 2022 to April 30, 2022	June 14, 2022
23. May 1, 2022 to May 31, 2022	July 15, 2022
24. June 1, 2022 to June 30, 2022	August 16, 2022
25. July 1, 2022 to July 31, 2022	September 14, 2022
26. August 1, 2022 to August 31, 2022	October 14, 2022
27. September 1, 2022 to September 30, 2022	November 15, 2022
28. October 1, 2022 to October 31, 2022	December 15, 2022
29. November 1, 2022 to November 30, 2022	January 14, 2023
30. December 1, 2022 to December 31, 2022	February 14, 2023
31. January 1, 2023 to January 31, 2023	March 17, 2023
32. February 1, 2023 to February 28, 2023	April 14, 2023
33. March 1, 2023 to March 31, 2023	May 16, 2023
34. April 1, 2023 to April 30, 2023	June 14, 2023
35. May 1, 2023 to May 31, 2023	July 15, 2023
36. June 1, 2023 to June 30, 2023	August 15, 2023
37. July 1, 2023 to July 31, 2023	September 15, 2023
38. August 1, 2023 to August 31, 2023	October 15, 2023
39. September 1, 2023 to September 30, 2023	November 15, 2023
40. October 1, 2023 to October 31, 2023	December 15, 2023
41. November 1, 2023 to November 30, 2023	January 15, 2024
42. December 1, 2023 to December 31, 2023	February 15, 2024
Local Evaluation Report Invoicing Periods	Due no later than
43. January 1, 2024 to January 31, 2024	March 15, 2024
44. February 1, 2024 to February 29, 2024	April 15, 2022
45. March 1, 2024 to March 31, 2024	May 15, 2024

- B. If, at any time, the BSCC determines that the advance payment schedule set forth in Paragraph 1(A) is no longer appropriate for the administration of the grant program, the BSCC may require Grantee to receive reimbursement in arrears upon 30-day notice to Grantee.
- C. All grant project expenditures (excluding Local Evaluation Report costs) and all obligated match contributions must be incurred by the end of the grant project cycle, December 31, 2023, and included on the final invoice due February 15, 2024. Project costs/match contributions incurred after December 31, 2023 will not be reimbursed/eligible for contribution.
- D. The Local Evaluation Report is due to the BSCC by March 31, 2024. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Local Evaluation Report Invoicing Periods (invoices 43-45, due dates listed above). All fiscal supporting documentation for expenditures

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

related to the Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on May 15, 2024.

- E. An invoice is due to the BSCC even if grant funds are not expended 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.
- F. Any unspent funds remaining at the end of the grant period, including any interest earned, must be returned to the BSCC within 30 days of the end of the grant agreement.

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 modification 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 Tribal Youth Diversion Grant 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 California Budget Act of 2019 (Chapter 23, Statutes of 2019). 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 Tribal Youth Diversion Grant funding is reduced or falls below estimates contained within the TYD 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. PROJECT COSTS

- A. The grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during the term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf>.
- B. 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.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC document actual expenditures for eligible project costs.
- D. 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.
- E. 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

- B. 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.
- C. The BSCC will not approve Grantee expenditures for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Total Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collection	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTAL	\$0

SAMPLE

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 hold 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

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

sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- G. 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.
- H. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2019 Tribal Youth Diversion Grant Request for Proposals and Attachment 2: 2019 Tribal Youth Diversion Grant Application for Funding.
- I. 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: 2019 Tribal Youth Diversion Grant Request for Proposal and Attachment 2: 2019 Tribal Youth Diversion Grant 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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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 2019 Tribal Youth Diversion Grant RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

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

4. PROJECT ACCESS

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2019 Tribal Youth Diversion Grant Request for Proposals, Attachment 2: 2019 Tribal Youth Diversion Grant Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and 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.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code Sections 16645 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.

11. 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 J
SAMPLE: Tribal Youth Diversion Grant Quarterly Progress Report

Grantee Information

Grantee: <input style="width: 80%;" type="text"/>	BSCC Grant Award Number: <input style="width: 80%;" type="text"/>
Project Title: <input style="width: 80%;" type="text"/>	Date: <input style="width: 80%;" type="text"/>
Prepared by: <input style="width: 80%;" type="text"/>	Phone: <input style="width: 80%;" type="text"/>
Title: <input style="width: 80%;" type="text"/>	Email: <input style="width: 80%;" type="text"/>

Year 1 Reporting Quarters

<input type="checkbox"/> QUARTER 1 July 1 – September 30, 2020 Due: November 16, 2020	<input type="checkbox"/> QUARTER 2 October 1 – December 31, 2020 Due: February 15, 2021	<input type="checkbox"/> QUARTER 3 January 1 – March 31, 2021 Due: May 15, 2021	<input type="checkbox"/> QUARTER 4 April 1 – June 30, 2021 Due: August 14, 2021
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SECTION 1: General Project Overview

Please provide an update on your efforts in administering your project during the reporting period.

1. Expenditure Status

Please report the status of your grant expenditure as of the end of the reporting quarter.

a. Tribal Youth Diversion Grant Award Amount	\$ <input style="width: 80%;" type="text"/>
b. Amount Invoiced-to-Date (Sum of Quarterly Invoices)	\$ <input style="width: 80%;" type="text"/>
c. Percent of Award Invoiced to Date (Amount above ÷ Award Amount)	<input style="width: 80%;" type="text"/> %
d. In relation to the overall grant budget, are state Tribal Youth Diversion Grant funds being expended as planned and on schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not, please explain why, and describe what expenditure plan(s) exist for the grant period. <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	

2. Overall Progress & Accomplishments

Describe any significant progress or accomplishments made during this reporting period. For example: What progress has been made in terms of implementing, expanding, and/or improving your project? Has your project had any notable successes in terms reaching participant enrollment for the period, reaching other stated project goals, recognition from public officials and/or other jurisdictions/agencies, and/or receiving media coverage?

3. Overall Challenges

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

4. Project Highlight

Please provide one brief project highlight from this reporting period. Your highlight may include a case study of a participating youth, notable staff accomplishments, successful community engagement, or another project milestone. Please note: Do not identify individual participants by name if providing a highlight involving a specific youth.

SECTION 2: Tribe Identified Goals & Objectives

Enter the stated grant goals and objectives identified in the grant proposal (these will be the same across your grant period). Please provide updates for each goal/objective listed related to the report period.

GOAL 1:	
Objective 1a.	
Objective 1b.	
Objective 1c.	
1. Describe progress towards the stated goal and objectives during the reporting period.	
2. Describe any challenges towards the stated goal and objectives during the reporting period.	
3. If applicable, what steps were implemented to address challenges?	

GOAL 2:	
Objective 2a.	
Objective 2b.	
Objective 2c.	
1. Describe progress towards the stated goal and objectives during the reporting period.	
2. Describe any challenges towards the stated goal and objectives during the reporting period.	
3. If applicable, what steps were implemented to address challenges?	

Tribe Identified Goals & Objectives (cont.)

GOAL 3:	
Objective 3a.	
Objective 3b.	
Objective 3c.	
1. Describe progress towards the stated goal and objectives during the reporting period.	
2. Describe any challenges towards the stated goal and objectives during the reporting period.	
3. If applicable, what steps were implemented to address challenges?	

SECTION 3: TYD Program Evaluation Reporting

This section is for reporting out quarterly information that will inform a program-wide evaluation of the TYD Grant.

1. Project Inputs & Implementation

Please indicate the status of each of your project implementation activities below and provide a brief description (e.g., what types of partnerships does the project need to be successful?). Please mark "N/A" for any activity that does not apply to the project.

a. Partnerships. Formal relationships between agencies, schools, and/or community organizations to support project goals.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
b. Staffing and/or Volunteers. Hiring/securing people for positions needed to complete programming.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
c. Training. Training provided to staff, law enforcement, community members, etc. to support project goals.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
d. Identification, Outreach, & Enrollment Process. Process for identifying, conducting outreach, and enrolling youth into project intervention(s).					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
e. Evidence-based Programming. Intervention based on strategies that are culturally relevant and known to achieve positive youth outcomes.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
f. Data Collection/Evaluation. Systematic and ongoing data collection to measure participation and evaluation measures.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	
g. Quality Assurance. Methods in place to ensure interventions are being delivered as intended, and with fidelity to the proposed model(s).					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Briefly describe: <input type="text"/>
Not started	Planning	Working on it	Complete/Established	N/A	

Not Started = Have not yet been able to focus on project activity
 Planning Phase = Have started preparations and plans to begin implementing activity
 N/A = Does not apply to your project in particular

Working on It = Implementation has begun, but may not be fully implemented and/or will need refinement
 Complete/Established = Project activity is fully in place/completed and supporting project goals

2. Description of Project Activities

In this section we ask you to classify your project's point of entry, describe risk/needs assessments used, identify project activities, and tell us how you define when a participant has successfully completed your project. Many projects will report this information once, though they will have the opportunity to update this information as necessary throughout the grant period.

a. Point of Entry (Select all that apply) This used to identify the point in which youth are diverted from the juvenile justice system to alternatives that are more appropriate for their needs.	<input type="checkbox"/> School-based Diversion <input type="checkbox"/> Pre-arrest Diversion <input type="checkbox"/> Court Diversion <input type="checkbox"/> Probation Diversion <input type="checkbox"/> Family/Youth Self-Referral <input type="checkbox"/> Other (describe): <input type="text"/>
b. Risk /Needs Assessments Used Describe assessment(s) used for identifying a youth's level of risk and/or their needs.	Do you formally assess the youth entering your project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the assessment tool(s) used. If no, describe how youth needs are determined/placement process: <input type="text"/>
c. Youth Project Activities Please select the activities that are elements of your project (check all that apply).	<input type="checkbox"/> Native cultural education in classrooms and events <input type="checkbox"/> Ongoing assessment of risk/needs <input type="checkbox"/> Referral/linkages to mental health services <input type="checkbox"/> Referral/linkages to alcohol or drug services <input type="checkbox"/> Referral/linkages to other services <input type="checkbox"/> Individual/family support <input type="checkbox"/> Academic support/tutoring <input type="checkbox"/> Career counselling <input type="checkbox"/> Group mentoring <input type="checkbox"/> Individual mentoring <input type="checkbox"/> Cultural enrichment/education <input type="checkbox"/> Other (describe): <input type="text"/>
d. How do you define "success" for youth in terms of these project activities? Describe the measurable milestone of success for these activities, and/or when a youth 'graduates' from the project. For example, a length of time or # of completed sessions participating in project activities. Note this definition will be your criteria for reporting those use who "successfully exited" the project. <input type="text"/>	

3. Native Cultural Education in Schools and Communities

Report the project activities during the reporting period to increase cultural awareness and education among school children, school district staff, teachers, and members of the community.

a. SCHOOL-BASED EDUCATION and COMMUNITY OUTREACH

Record the number of each type of activity that occurs during each quarter.

	Q1	Q2	Q3	Q4	Total
Total # of activities that were:					
Native cultural education in classrooms					
# of students who attended the above education					
# of teachers who attended the above education					
# of other school district staff who attended the above education					
Native cultural education through events					
# of individual potentially reached during the above events					

4. Youth Participant Quarterly Totals

Report the total number of youth entering, participating, and exiting your project during the reporting period.

a. YOUTH REFERRALS, CONTACTS, and ENROLLMENT

Record the number of youth first entering the project during the reporting period. Youth should only be recorded once, in the quarter they first enroll. This should be an unduplicated count of enrolled participants.

	Q1	Q2	Q3	Q4	Total
Total # of Youth that were:					
i. Referred to Project					
ii. Contacted by Project					
iii. Enrolled in Project					
Points of Entry (enrolled subtotal)					
School-based					
Pre-arrest					
Court					
Probation					
Other:					

b. YOUTH PARTICIPATING

Record the total number of youth participating in each activity during the reporting period. The same youth may be reported across different activities and quarters.

	Q1	Q2	Q3	Q4
Ongoing assessment of risk/needs				
Referral/linkage to mental health services				
Referral/linkage to alcohol or drug services				
Referral/linkage to other services				
Individual/family support				
Academic support/tutoring				
Career counseling				
Group mentoring				
Individual mentoring				
Cultural enrichment/education				
Other (describe):				

c. YOUTH EXITED

Record the number of youth exiting during the reporting period. Youth should only be recorded once, in the quarter they exit.

	Q1	Q2	Q3	Q4	Total
i. Total youth exited during quarter					
ii. Reasons for youth exit					
Successful Completion					
Dropped Out/Lost Contact					
Dis-enrolled					
Arrest/Incarceration					
Other					
Did not collect					

5. Demographics of Participants (Enrolled and Successful Completion)

Record the demographics of youth entering and those exiting the project as a successful completion during the reporting period. The total number of Youth Entering Project this Quarter in the demographic tables below should equal the total provided in 4.a.iii above (Total # of Youth Enrolled in Project). Similarly, the total number of Youth Successfully Exiting this Quarter in the demographic tables below should equal the first row, "Successful Completion", beneath 4.c.ii above.

a. Age Groups	Youth Entering Project This Quarter	Youth Successfully Exiting This Quarter
12 years or younger		
13-17 years		
18-24 years		
25 years or older		
Unknown		
TOTAL		

b. Gender	Youth Entering Project This Quarter	Youth Successfully Exiting This Quarter
Female		
Male		
Non-binary/3rd Gender		
Prefer to Self-Define		
Prefer Not to State		
Unknown		
TOTAL		

c. Race/Ethnicity	Youth Entering Project This Quarter	Youth Successfully Exiting This Quarter
American Indian/Alaska Native		
Asian (Total)		
Chinese		
Japanese		
Filipino		
Korean		
Vietnamese		
Asian Indian		
Laotian		
Cambodian		
Other		
Black or African American		
Hispanic, Latino, or Spanish		
Middle Eastern/North African		
Native Hawaiian/Pacific Islander (Total)		
Native Hawaiian		
Guamanian		
Samoan		
Other		
White		
Other identified ethnic origin, ethnicity, or race		
Decline to state		
Multi-ethnic origin, ethnicity or race that <i>includes</i> American Indian/Alaska Native		
Multi-ethnic origin, ethnicity or race that <i>does not</i> include American Indian/Alaska Native		
TOTAL		

6. Participant Outcomes

Of the total number of youths who **successfully exited** the project during this reporting period (the first row, "Successful Completion", beneath 4.c.ii above), enter the total number who are demonstrating the positive outcomes listed below. Note that individual youth should only be reported once (per row), during the entire grant. Consequently, grantees may choose to only report outcomes at the end of the grant year or when a youth exits the project. This allows for tracking of the total number of youth with positive outcomes. Youth may be reported in multiple outcomes (e.g., a youth may have improved academic performance, school attendance, cultural identity and no contact with the justice system).

a. Outcomes	Q1	Q2	Q3	Q4	Total
# of youth in active treatment for mental health or substance abuse					
# of youth without contact with the justice system					
# of youth who improved school attendance					
# of participants who improved academic performance					
# of participants who decreased school suspensions					
# of participants who decreased school expulsions					
# of AI youth with improved cultural awareness/identity					
Other:					

APPENDIX K
SAMPLE: BSCC Comprehensive Monitoring Visit Tool

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

Grantee:

Award Year: 1 ☐ 2 ☐ 3 ☐ 4 ☐
(as applicable)

Grant Program:

Federal Funds: ☐ **State Funds:** ☐

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:

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. *Note: Estimates and/or percentages are not acceptable.* Yes ☐ No ☐

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions. *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 ☐

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.***

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.

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 ☐

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.

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 responsiveness? ***Explain in the Program Review Comments section.***

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.

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:

APPENDIX L

Evidence-Based Resources

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

Blueprints for Violence Prevention

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

Board of State and Community Corrections

http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions

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

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

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

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

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

Justice Research and Statistic Association

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

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.”

A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

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

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide

<http://www.ojjdp.gov/mpg/>

Promising Practices Network

<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)

<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration

www.samhsa.gov/ebpwebguide

The National Documentation Centre on Drug Use

<http://www.drugsandalcohol.ie/3820//>

Washington State Institute for Public Policy

<http://www.wsipp.wa.gov/>

2019 Tribal Youth Diversion Grant

PROPOSAL PACKAGE COVER SHEET

Submitted by:

<INSERT NAME OF APPLICANT>

Date submitted:

<INSERT DATE>

2019 Tribal Youth Diversion Grant Proposal Checklist

A complete proposal package for funding under the 2019 Tribal Youth Diversion Grant must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet (previous page)	
2	2019 Tribal Youth Diversion Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only 	
5	Proposal Narrative <ul style="list-style-type: none"> 12 pages or less 	
6	Budget Attachment (Budget Table & Narrative) <ul style="list-style-type: none"> Use Excel document provided 	
7	Budget Narrative <ul style="list-style-type: none"> Use Excel document provided 	
8	Project Work Plan <ul style="list-style-type: none"> 1-2 pages using the template provided 	
9	Request for Proposals Attachments <ul style="list-style-type: none"> 5 pages or less Includes Letters of Commitment. May also include endnotes, bibliography, Letters of Local Support, and/or charts and graphs cited within narrative, as applicable or necessary. 	
10	<i>Criteria for Non-Governmental Organizations Receiving 2019 Tribal Youth Diversion Grant Funds</i> (Appendix B) <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
11	<i>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement</i> (Appendix C) <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	
	Optional:	
12	<i>Governing Board or Tribal Council Resolution</i> (Appendix D) <i>Note: The Governing Board or Tribal Council Resolution is due prior to contract execution, but is not required at the time of proposal submission.</i>	

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

X

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

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

Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the tribe submitting the proposal. This tribe will be the lead agency responsible for the overall development, implementation, and oversight of the project. Each applicant must indicate whether it identifies as an Urban Tribe or a Rural Tribe.

Eligible applicants are: Federally recognized tribes listed in Appendix A.

- B. Location of Services:** Identify the geographical area where the Tribal Youth Diversion Grant will provide funded services and interventions.
- C. Project Title:** Provide the title of the proposed project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposed project. Note: this information may be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Identify the amount of grant funds requested for the proposed project.
- F. Regional Proposal:** Use the checkboxes to indicate whether your application is being submitted by two or more tribes and is therefore a "regional" proposal. If you are submitting a regional proposal, identify the other tribe or tribes that make up your "region."
- G. Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the proposed project. This person must be an employee of the Applicant.
- H. Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices.
- I. Day-to-Day Project Contact:** Provide the name, title, and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- J. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- K. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

2019 YRG Tribal Youth Diversion Grant Program Applicant Information Form

A. APPLICANT:				<input type="checkbox"/> Urban <input type="checkbox"/> Rural
NAME OF APPLICANT				
STREET ADDRESS		CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE
B. LOCATION OF SERVICES:				
C. PROJECT TITLE:				
D. PROJECT SUMMARY (100-150 words):			E. GRANT FUNDS REQUESTED:	\$0
F. IS THIS A REGIONAL PROPOSAL? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify other tribe(s) in your "region": _____				
G. PROJECT DIRECTOR:				
NAME		TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY		
STATE	ZIP CODE	EMAIL ADDRESS		
H. FINANCIAL OFFICER:				
NAME		TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY		
STATE	ZIP CODE	EMAIL ADDRESS		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE
I. DAY-TO-DAY PROGRAM CONTACT:				
NAME		TITLE	TELEPHONE NUMBER	
STREET ADDRESS		CITY		
STATE	ZIP CODE	EMAIL ADDRESS		

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

K. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE			DATE

* Authorized Signature: Tribal Representative with the authority to sign documents and obligate the tribe

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the 2019 Tribal Youth Diversion Grant application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Proposal Abstract

This section may not exceed 1 page.

Proposal Narrative

1. Project Need (Percent of Total Value: 30%)

2. Project Description (Percent of Total Value: 50%)

3. Data Collection/Evaluation (Percent of Total Value: 15%)

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

Click [here](#) to access the Budget Attachment

Request for Proposals Additional Documents

This section must contain no more than 5 pages and must include at least one Letter of Commitment.

2019 Tribal Youth Diversion Grant Project Work Plan

Applicants for Tribal Youth Diversion Grant funds must complete a 1 to 2-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's top three goals and objectives; (2) identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. To build the Tribal Youth Diversion Grant Project Work Plan, please use the form provided below. This form does NOT count toward the 12-page limit for the Proposal Narrative.

(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