

# California Violence Intervention and Prevention (CalVIP) Grant

### REQUEST FOR PROPOSALS

### **Eligible Applicants:**

Category 1 & 2: California Cities Disproportionately Impacted by Violence and the Community-Based Organizations that Serve Them (see Table 1, p. 6)

Category 3: Small Cities (population 40,000 or less)
Disproportionately Impacted by Violence
(see Table 2, pp.7-8)

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

RFP Released: February 14, 2020 Letters of Intent to Apply Due: March 13, 2020

Proposals Due: April 10, 2020



#### **Table of Contents**

P	ART I: GRANT INFORMATION	1
	Contact Information	1
	Proposal Due Date and Submission Instructions	1
	Letters of Intent to Apply	1
	Bidders' Conferences	2
	Introduction	3
	BSCC Executive Steering Committee Process	4
	Conflicts of Interest	4
	Grant Period & Eligibility	5
	Grant Period	5
	Eligibility to Apply	5
	Cities with Populations of 40,000 or Less	6
	Eligible Community-Based Organizations	8
	Funding Information	9
	Funding Distribution & Funding Thresholds	9
	City of Los Angeles	9
	Mandatory Pass-Through Requirement for City Applicants	9
	BSCC Funding Decisions	10
	Match Requirement	10
	Project Description	.11
	Target Population & Target Area	11
	Activities Eligible for Funding	11
	Technical Assistance	12
	Other Eligible Grant Expenditures	12
	Ineligible Grant Expenditures	12
	Using the Principles of Evidence-Based Practice	.13
	Organizational Capacity and Coordination	.14
	Written Agreements from Key Partners	14
	Additional Requirements for City Applicants	15
	Project Evaluation Requirements	.15
	Local Evaluation Plan	15
	Final Local Evaluation Report	16

General Grant Requirements	17
Grant Agreement	17
Signing Authority	17
Audit Requirements	17
Invoicing	18
Reporting Match Contributions	18
Supplanting	18
Quarterly Progress Reports	19
Grantee Orientation Process	19
Staff Travel	19
Debarment, Fraud, Theft or Embezzlement	20
Compliance Monitoring Visits	20
Overview of the RFP Process	21
Confirmation of Receipt of Proposal	21
Disqualification - PLEASE REVIEW CAREFULLY	21
Proposal Rating Process	22
Rating Factors	22
Scoring Threshold/Minimum Score	23
Key Dates	23
PART II: PROPOSAL INSTRUCTIONS	24
CalVIP Proposal Checklist	26
Applicant Information Form: Instructions	27
CalVIP Applicant Information Form	28
Proposal Narrative and Budget Attachment	30
Instructions for Proposal Narrative	30
CalVIP Budget Attachment	35
PART III: APPENDICES	36
Appendix A: State Budget Act Language FY 2019-20	37
Assembly Bill No. 74, Chapter 23	37
Assembly Bill No. 1603, Chapter 735	38
Appendix B:	41
Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds	41

Appendix C: CalVIP Executive Steering Committee	.43
Appendix D: BSCC's Crime Data Analysis	.44
Appendix E: Glossary of Terms and Resources	.46
Appendix F: Sample Letter of Commitment for Key Partners	.55
Appendix G: Commitment to Coordinated Violence Reduction Efforts	.56
Appendix H: CalVIP Coordinating & Advisory Council Membership	.57
Appendix I: Local Evaluation Plan & Local Evaluation Report	.58
Appendix J: Sample BSCC Grant Agreement	.62
Appendix K: Sample Governing Board Resolution	.82
Appendix L: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement	
Appendix M: Example of BSCC Comprehensive Monitoring Visit Tool	.84
Appendix N: CalVIP Project Work Plan	.92

#### **CONFIDENTIALITY NOTICE**

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

#### **PART I: GRANT INFORMATION**

#### **Contact Information**

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

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: <a href="mailto:calVIP-3@bscc.ca.gov">CalVIP-3@bscc.ca.gov</a>.

The BSCC will accept and respond to questions about this RFP until March 27, 2020 and answers will be posted on the BSCC website and updated periodically up until April 3, 2020.

#### **Proposal Due Date and Submission Instructions**

Applicants must submit <u>one electronic copy</u> of the original signed proposal to the BSCC by **5:00 p.m. on April 10, 2020.** 

A complete proposal package will include:

- 1. One Portable Document Format (PDF) file that contains the Proposal Narrative and all required attachments (see CalVIP Proposal Checklist).
- 2. An <u>Excel version</u> of the Budget Attachment (Budget Tables and Budget Narrative). Do not submit the Budget Attachment in a PDF version.

If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. (PST) on April 10, 2020 the proposal will not be considered.

Email the complete proposal package to: CalVIP-3@bscc.ca.gov

#### **Letters of Intent to Apply**

Applicants interested in applying for the CalVIP Grant are asked (but not required) to submit a non-binding letter indicating their intent to apply. These letters will aid the BSCC in planning for the Proposal Evaluation process.

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

- 1. Name of the Applicant;
- 2. Name of a contact person; and
- 3. A brief statement indicating the Applicant's intent to submit a proposal.

Failure to submit a Letter of Intent is not grounds for disqualification. Similarly, 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 **March 13, 2020** via email or U.S. mail, using one of the following submission options:

Email Responses: <u>CalVIP-3@bscc.ca.gov</u>

(Subject line: 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: CalVIP Letter of Intent

#### **Bidders' Conferences**

Prospective applicants are encouraged (but not required) to attend one of two Bidders' Conferences. The purpose of a bidders' conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. Topics include but are not limited to information on evidence-based violence reduction initiatives, guidance on the principles of evidence-based practice and an overview of evaluation requirements.

Details for the CalVIP Bidders' Conferences are listed below. Bidders' Conference #2 will be livestreamed and recorded. The recording will be available on the BSCC website. It is not necessary to RSVP to the bidders' conferences.

CalVIP Bidders' Conference #1

March 3, 2020 at 10:00 a.m.

The California Endowment
Center for Healthy Communities
1000 N. Alameda Street
Los Angeles, CA 90012

CalVIP Bidders' Conference #2

March 6, 2020 at 10:00 a.m.

Board of State & Community Corrections 2590 Venture Oaks Way Sacramento, CA 95833

Will be livestreamed at <u>www.bscc.ca.gov</u> and recorded for future viewing

#### Introduction

Formerly known as the California Gang Reduction, Intervention & Prevention (CalGRIP) grant, the State Legislature established the California Violence Intervention & Prevention (CalVIP) grant in FY 2017-18. CalVIP encouraged jurisdictions to develop local approaches that would meet the diverse needs of each community.

Until FY 2017-18, eligibility for the CalVIP grant was open only to California cities. By law, cities were required to pass through a minimum of 50 percent of the funds to one or more community-based organizations (CBOs). With the FY 2017-18 Budget, eligibility was extended to include CBOs who can now apply directly for CalVIP funds.

For eleven years, the CalVIP grant was funded annually at \$9 million. With the enactment of the FY 2019-20 Budget, a one-time appropriation of \$21 million was included, for a total appropriation of \$30 million. Of that amount, the 2019-20 State Budget Act calls for the BSCC to retain five percent (\$1.5 million) for administrative operations and \$1 million is earmarked for the City of Los Angeles. The remaining \$27.5 million must be distributed through a competitive grant process, administered by the BSCC staff and led by the members of the CalVIP Executive Steering Committee.

Assembly Bill (AB) 1603 (Chapter 735, Statutes of 2019), also known as the *Break the Cycle of Violence Act*, was signed by the Governor on October 11, 2019. This bill codified the establishment of the CalVIP grant program and the authority and duties of the BSCC in administering the program, including the selection criteria for grants and reporting requirements to the Legislature. It defined the purpose for the CalVIP grant and additional guidance for how the funds should be distributed. See *Appendix A* for the 2019-20 State Budget Act language and the full text of AB 1603.

Purpose of the CalVIP Grant (AB 1603):

"Improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings and aggravated assaults."

All projects should be focused on the implementation of a coordinated, community-based strategy for reducing violence. Proposals must target those individuals at highest risk for perpetrating violence or being victimized by violence. Grantees must work through community-based organizations and/or public agencies that are well positioned to work with these high-risk individuals.

#### **BSCC Executive Steering Committee Process**

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees to inform decision making related to the Board's programs. The BSCC's Executive Steering Committees (ESCs) are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include a diverse representation on its ESCs, in breadth of experience, geography and demographics.

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

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



#### **Conflicts of Interest**

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

#### **Grant Period & Eligibility**

#### **Grant Period**

Successful proposals will be funded for 42 months, commencing **July 1, 2020 and ending December 31, 2023.** Grantees must use the first 36 months of the grant period for strategy implementation, service delivery and data collection, and the last 6 months of the grant for completion of a Final Evaluation Report, as shown below:

#### Strategy Implementation, Service Delivery & Data Collection

July 1, 2020 → June 30, 2023 (3 years)

#### Analysis of Data and Completion of Final Evaluation Report

July 1, 2023 — December 31, 2023 (6 months)

#### **Eligibility to Apply**

AB 1603 limits eligibility to cities in California that are <u>disproportionately impacted by violence</u> and the community-based organizations (CBOs) that serve them. Either the city itself or a department within the city may serve as the applicant.

As defined by AB 1603, a city is disproportionately impacted by violence if any of the following are true:

- (1) The city experienced 20 or more homicides per calendar year during two or more of the three calendar years immediately preceding the grant application.
- (2) The city experienced 10 or more homicides per calendar year during two or more of the three years prior to the grant application <u>and</u> had a homicide rate that was at least 50% higher than the statewide homicide rate during two or more of the three calendar years immediately preceding the grant application.
- (3) The applicant otherwise demonstrated a <u>unique and compelling need</u> for additional resources to address the impact of homicides, shootings, and aggravated assaults in the applicant's community.

(Penal Code, Section 14131, subd. (e).)

The CalVIP ESC further defined that a city has a "unique and compelling need" if:

 The city experienced seven (7) or more homicides per calendar year during two or more of the three years prior to the grant application <u>and</u> had a homicide rate that was at least 25% higher than the statewide homicide rate during two or more of the three calendar years immediately preceding the grant application. Table 1 lists the 29 cities that meet one or more of the above three criteria. **These cities and any CBO that serves the residents of these cities are eligible to apply for CalVIP funds.** The CBO need not be physically located inside the city limits in order to be eligible. See *Appendix D* for a description of the BSCC's data analysis process.

Table 1. Cities Eligible to Apply for CalVIP Funding*						
City	(1) 20 or more homicides	(2) 10 or more homicides and a homicide rate at least 50% higher than the statewide homicide rate	(3) 7 or more homicides and a homicide rate at least 25% higher than the statewide homicide rate			
1. Antioch			X			
2. Bakersfield	X	X	X			
<ol><li>Carson</li></ol>			X			
4. Compton	X	X	Χ			
5. Delano			X			
6. Fairfield			X			
7. Fresno	X	X	X			
8. Inglewood		X	X			
9. Long Beach	X		X			
10. Los Angeles	X		X			
11. Lynwood			X			
12. Modesto		X	X			
13. Norwalk			X			
14. Oakland	X	X	X			
15. Oxnard		X	X			
16. Pittsburg			X			
17. Pomona		X	X			
18. Richmond		X	X			
19. Sacramento	X	X	X			
20. Salinas	X	X	X			
21. San Bernarding	X	X	X			
22. San Diego	X					
23. San Francisco	X		X			
24. San Jose	X					
25. Santa Ana	X		X			
26. Stockton	X	X	X			
27. Turlock			X			
28. Vallejo		X	X			
29. Victorville			X			
* CBOs that	* CBOs that serve the residents of these cities are also eligible to apply.					

#### Cities with Populations of 40,000 or Less

The FY 2019-20 State Budget Act set aside \$3 million for competitive grants to cities with populations of 40,000 or less. The CalVIP ESC defined "unique and compelling need" for cities with populations of 40,000 or less as cities that appear in the top five percent for one or more of three crimes designated as violent by the FBI's Uniform Crime Reporting Index: Homicide, Aggravated Assault and Robbery, averaged over the preceding three years. Table 2 lists the 66 cities that meet this definition. Because the Budget Act specifies

"grants to cities," community-based organizations from these cities are not eligible to apply in this set-aside. See  $Appendix\ D$  for a description of the BSCC's data analysis process.

Table 2. Cities with Populations of 40,000 or Less, Eligible to Apply for CalVIP Funding					
1.	Adelanto	34.	Huron		
2.	Alturas	35.	Industry		
3.	Anderson	36.	Irwindale		
4.	Artesia	37.	Isleton		
5.	Arvin	38.	King City		
6.	Atwater	39.	Lakeport		
7.	Avenal	40.	Lemon Grove		
8.	Banning	41.	Marysville		
9.	Barstow	42.	McFarland		
10.	Big Bear Lake	43.	Mendota		
11.	Biggs	44.	Montague		
12.	Bishop	45.	Montclair		
13.	Brawley	46.	Mount Shasta		
14.	California City	47.	Needles		
15.	Clearlake	48.	Newman		
16.	Coalinga	49.	Orange Cove		
17.	Colma	50.	Oroville		
18.	Commerce	51.	Parlier		
19.	Crescent City	52.	Red Bluff		
20.	Cudahy	53.	San Pablo		
21.	Desert Hot Springs	54.	Sand City		
22.	Dinuba	55.	Santa Fe Springs		
23.	Dos Palos	56.	Selma		
24.	Dunsmuir	57.	Signal Hill		
25.	El Cerrito	58.	Susanville		
26.	Emeryville	59.	Taft		
27.	Eureka	60.	Ukiah		
28.	Farmersville	61.	Vernon		
29.	Fort Bragg	62.	Weed		
30.	Grass Valley	63.	West Hollywood		
31.	Greenfield	64.	Westmorland		
32.	Gridley	65.	Willits		
33.	Gustine	66.	Yreka		

<u>Applicants may not submit more than one proposal</u>. However, any applicant may apply as a direct grantee and may also be listed as a subgrantee on a different proposal. If an applicant intends to apply directly and is also a subgrantee on another proposal, the proposals **cannot** be duplicative and must fund separate and unique activities.

Applicants are free to partner with other governmental or non-governmental organizations (NGOs). No additional funding will be provided for a multi-agency proposal. NGOs include but are not limited to CBOs, faith-based organizations, non-profit organizations/501(c)(3)s, evaluators (except government institutions such as universities), and grant management companies.

#### **Eligible Community-Based Organizations**

Community-based organizations (CBOs) eligible for CalVIP funding include any non-governmental organization that provides direct services to the community. Private individuals, independent contractors, professional grants management organizations, consulting firms, auditors and evaluators may not apply directly for CalVIP funds (though they may be included as partners on a CalVIP grant project).

### Eligibility Criteria for All Non-Governmental Organizations that Receive BSCC Grant Funds

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

- Have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC or with the CalVIP grantee;
- In either instance (applicant or subgrantee), non-governmental entities that
  have recently reorganized or have merged with other qualified nongovernmental 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 or subcontractor;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Prospective CBO applicants need not be registered with 501(c)(3) status in order to apply for CalVIP funds but must meet the criteria for all non-governmental organizations (NGOs) listed in the table above.

All applicants must submit Appendix B, Criteria for NGOs that Receive BSCC Grant Funds as part of the complete proposal 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 receive 2019 CalVIP grant funds through subcontracts after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

#### **Funding Information**

#### **Funding Distribution & Funding Thresholds**

A total of \$27,500,000 in state funding is available competitively. The total available funding has been distributed across three categories, as shown in the table below. Applicants in each category will compete independently.

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

	Table 3. Funding Distribution and Maximum Grant Amounts					
Fund	ding Categories	Maximum Grant Amount*	Available Funding			
(1)	Cities Disproportionately Impacted by Violence, as listed in Table 1 on page 6	\$1,500,000	\$12,250,000			
(2)	CBOs that Serve the Residents of Cities Disproportionately Impacted by Violence, as listed in Table 1 on page 6	\$1,500,000	\$12,250,000			
(3)	(3) Select Cities with Population of 40,000 or Less, as listed in Table 2 on pages 7-9		\$3,000,000			
	\$27,500,000					

<sup>\*</sup>Applicants may apply for any amount, up to and including the Maximum Grant Amount.

#### **City of Los Angeles**

The 2019-20 State Budget Act provides that \$1,000,000 be made available annually to the City of Los Angeles on a non-competitive basis. BSCC intends to make a conditional award to the City of Los Angeles in the amount of \$3,000,000, to include three years of budget appropriations (FY 2018-19, 2019-20 and 2020-21). The City of Los Angeles is required to submit a proposal that meets the RFP requirements. (Note that CBOs serving residents within the City of Los Angeles are still eligible to apply.)

#### **Mandatory Pass-Through Requirement for City Applicants**

Both the 2019-20 State Budget language and AB 1603 require that all city grantees (including cities with populations of 40,000 or less) pass through <u>at least 50 percent</u> of the grant funds they receive to one or more of the following:

- Non-governmental, community-based organizations and/or
- Public agencies that are not law enforcement whose primary mission is violence prevention or community safety (e.g. Office of Violence Prevention, Office of Neighborhood Safety, etc.). (Note: if the city designates this type of department or agency as the applicant entity, this requirement will be automatically met.)

Professional grants management organizations, consulting firms, auditors and evaluators may not count toward meeting this pass-through obligation.

#### **BSCC Funding Decisions**

Applicants will compete for funds within the applicable category. BSCC will move down the ranked lists to fund all qualified applicants in each of the three funding categories listed in Table 3 until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If there are funds leftover in Category 1 after all qualified applicants in that category have been funded, the remaining balance will be used to fund any additional qualified applicants in Category 2. Conversely, if there are funds leftover in Category 2 after all qualified applicants in that category have been funded, the remaining balance can be applied to Category 1 for any additional qualified applicants. Funds leftover in Category 3 after all qualified applicants in that category have been funded may not be used to fund Categories 1 or 2. If an applicant or grantee relinquishes an award, BSCC has authority to offer that award to the next qualifying applicant on the ranked list.

#### **Match Requirement**

Authorizing statute requires that all CalVIP grantees contribute a 100 percent match to all grant funds awarded. This match can be **cash or in-kind** or a combination of both. All match funds must be identified separately in the project budget.

<u>Cash match</u>, also known as hard match, is income from a source other than grant funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as salaries and benefits, facilities, supplies or equipment purchased by the grantee may be considered cash match, if not in violation of the prohibition on supplanting.

<u>In-kind match</u>, also known as soft match, is the contribution of materials or resources to support CalVIP grant activities. It may include non-cash outlay contributed by other public agencies, partner organizations or individuals. Examples of in-kind match include donated office supplies, facility space, equipment, professional services and volunteer time.

In general, the value of in-kind contributions is determined by fair market value. If volunteer services are counted as in-kind contributions, additional measures should be followed to document the value of the services. Projects must document actual time worked by using a time reporting system and maintain documentation to support the claimed hourly salary rate of the volunteer services. The rate claimed should be comparable to the rates for paid employees performing similar duties.

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

- The federal funding source does not prohibit this practice as stated in Title 2 of the Code of Federal Regulations, Section 200.306 regarding cost sharing and cost matching; and
- The funds are to be used to augment or enhance the CalVIP project.

Note: CalVIP funds may not be used as match for a CalVIP grant.

#### **Project Description**

#### **Target Population & Target Area**

AB 1603 mandates that initiatives funded by the CalVIP grant shall be "primarily focused on providing violence intervention services to the small segment of the population that is identified as having the highest risk of perpetrating or being victimized by violence in the near future."

The applicant must describe how it will identify the target population, including the process used to ensure those individuals at highest risk are prioritized. The applicant must have a plan for accessing those individuals and providing appropriate interventions based on an individual's needs. The target area for grant services should correspond to the target population.

#### **Activities Eligible for Funding**

AB 1603 requires that CalVIP grants be used to support, expand and replicate evidence-based violence reduction strategies "that seek to interrupt cycles of violence and retaliation in order to reduce the incidence of homicides, shootings, and aggravated assaults." Within that definition, applicants have some discretion in selecting a strategy or strategies that best fit the scope of the problem and the needs of the target community.

### Table 4. Examples of Evidence-Informed Strategies

Including but not limited to:

- Focused Deterrence
- Hospital-Based Violence Intervention
- Street Outreach
- Cognitive Behavioral Therapy
- Community/Police Trust Building
- Employment/Job Training
- Diversion
- Mentoring
- Intensive Case Management
- Mental Health Services

Table 4 includes *examples* of the types of strategies that may be funded by this grant. The listed examples are not exhaustive nor are applicants required to implement them. Applicants may choose to incorporate components from several strategies to best fit the needs of the individuals targeted for services. See *Appendix E, Glossary of Terms*, for descriptions of these strategies and other resources.

Regardless of the strategy or strategies selected, applicants must be able to explain why that strategy was chosen and cite some form of evidence that indicates the strategy is likely to "reduce the incidence of homicides, shootings and aggravated assaults." (Penal Code Sec. 14131, subd. (f)(4).)

#### **Technical Assistance**

Most of the strategies listed above require technical assistance in order to be implemented with fidelity to the model. To ensure that grant funds are used efficiently and effectively, CalVIP grantees are strongly encouraged to obtain outside technical assistance (i.e., subject matter expertise) in implementing and monitoring the selected violence reduction strategy. If an applicant is expanding or enhancing an existing strategy, the applicant must be able to demonstrate a plan for ongoing monitoring and quality assurance.

#### **Other Eligible Grant Expenditures**

BSCC recognizes that offering meals, incentives and participant support items can help maximize participation among clients engaged in programming. CalVIP grant funds may be used to purchase meals or snacks, items or activities used as program incentives, and participant support items, as long as they are used to encourage program participation, reward participants who meet certain documented milestones, or celebrate program completion. In all cases, there must be a direct link to grant-funded activities.

Once the Grant Agreement is executed, explicit prior approval from BSCC is required for the purchase of any of the items listed above or for participant travel that exceeds \$100 per day, even if these items were included in the proposed budget. Further, successful applicants will be required to maintain and provide detailed documentation for any meals, incentives, and travel purchased with match or grant funds. Discretion for final approval of any purchases under this section lies with BSCC. Purchases should not be made until BSCC approves the written request. The BSCC shall not be obligated to reimburse purchases made with CalVIP grant funds.

#### **Ineligible Grant Expenditures**

CalVIP grant funds may not be used for the following:

- Acquisition of real property/real estate
- Guns, weapons, weapons systems or ammunition
- High-tech surveillance or monitoring systems

For additional information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the *BSCC website*.

#### Using the Principles of Evidence-Based Practice<sup>1</sup>

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and those involved in it. CalVIP grant funds must be used to support programs, practices and strategies that are rooted in documented evidence showing they reduce violence while also considering the needs of the target communities and individual participants.

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

The extent to which an applicant can demonstrate that the strategy they have chosen has been shown to be effective at reducing violence will be evaluated as a part of the rating process. In developing a proposal, applicants should focus on the following three basic principles:

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

For example, was the intervention or strategy selected 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 or strategy is selected, will you be able to demonstrate that it is being carried out as intended?

For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented by another entity, 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 or strategy worked?

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

Applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Plans to measure the

<sup>&</sup>lt;sup>1</sup> 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.

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.

#### **Organizational Capacity and Coordination**

Applicants will be rated in part on how well they can demonstrate that they have the experience, a staffing plan, and any partnerships necessary to implement the proposed strategy. If an applicant is unable to identify staff and/or subcontractors until after the grant is awarded, the applicant should explain this in the appropriate section and, at a minimum, specify the process and criteria by which they will select staff and/or subcontractors.

Distinct from administrative staff and partners, applicants must also demonstrate how they plan to ensure that the staff who deliver the services or work with the target population in the field have backgrounds and experience that are culturally relevant to the proposed strategy and/or target population (to include racial/ethnic diversity, gender diversity, current or prior system involvement, etc.)

AB 1603 requires that applicants address how they will use grant funds to enhance coordination of existing violence prevention and intervention programs and minimize duplication of services. At the grant's onset, successful applicants are strongly encouraged to take stock of existing programs in order to identify those that might conflict with, compete with or duplicate the strategy they are proposing to implement.

#### **Written Agreements from Key Partners**

If the success of the proposed strategy relies on the participation of an outside agency or organization – that is, if an entity other than the applicant is to play a necessary or critical role in project implementation – the applicant must include a Letter of Agreement, Letter of Commitment or other signed written agreement to demonstrate that the outside agency is aware of the proposed partnership and agrees to participate.

Examples of necessary or critical roles played by outside entities could include:

- A source of referrals,
- The location where services will be delivered,
- Access to the target population,
- Data collection partner, etc.

The written agreement must include the name of the outside entity, be signed by the executive officer, department head or other authorized representative and be dated within three months of CalVIP proposal submission. Outdated letters or letters that speak to a

partnership or grant activities outside of that which is proposed as a part of the CalVIP funded project will not be accepted. See *Appendix F* for a sample Letter of Commitment for Key Partners.

#### **Additional Requirements for City Applicants**

The 2019-20 State Budget Act requires that each city that receives a CalVIP Grant to collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. As part of the proposal, each city will be required to complete *Appendix G* to certify compliance with this requirement.

The 2019-20 State Budget Act also requires that each city that receives a CalVIP Grant shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents. City applicants are highly encouraged to include system-involved individuals in this process. As a part of the proposal, each city will be required to complete *Appendix H* to certify compliance with this requirement. It is recommended that applicants consult with city attorneys or other counsel when forming the advisory group to consider potential state and local conflicts of interest.

#### **Project Evaluation Requirements**

In addition to Quarterly Progress Reports (discussed in the next section), projects selected for funding will be required to submit to the BSCC:

- 1) A Local Evaluation Plan, due six months post-award; and
- 2) A Final Local Evaluation Report, due six months after the conclusion of project delivery).

See *Appendix E* for key definitions related to project evaluation.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by CalVIP grant funds, identified matching funds or another source. If grants funds will be used, they must be included in the applicant's proposed budget.

#### **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 detailed description of how they plan to assess the effectiveness of the proposed program in relationship to each of its goals and objectives identified in the Proposal. The LEP should describe the

evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the Local Evaluation Plan must be approved in advance by the BSCC. (More detailed instructions on the LEP will be made available to successful applicants.)

#### **Final Local Evaluation Report**

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

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

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

Appendix I contains preliminary Guidelines for how to complete the LEP and LER.

#### **Working with an Outside Evaluator**

The BSCC plans to contract with a state university for a statewide evaluation of the impact of the violence prevention initiatives funded by the CalVIP grant. The contractor is expected to: develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from CalVIP grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the CalVIP grant. As a condition of award, all CalVIP grantees agree to collect data requested by the outside evaluator (this may include a standardized QPR format with specified outcome measures and/or standard outcomes measures as a required component in each LEP and LER) and fully cooperate and share information within timelines set by the outside evaluator.

CalVIP applicants should include sufficient per diem and travel allocations in their Project Budget for project-related and evaluation personnel to attend up to two meetings in Sacramento with the outside evaluator.

#### **General Grant Requirements**

#### **Grant Agreement**

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See *Appendix J* for a sample BSCC Grant Agreement.

The Grant Agreement start date is expected to be <u>July 1, 2020</u>. Grant Agreements are considered fully executed only after they are signed by both the grantee and the BSCC and the BSCC is in receipt of all required attachments including documentation of signing authority. Work, services and encumbrances cannot begin prior to the Grant Agreement start date. Any work, services and encumbrances which occur after the start date but prior to Grant Agreement execution may not be reimbursed. Grantees and all subgrantees are responsible for maintaining their Grant Agreement, all invoices, records and relevant documentation for the life of the grant cycle plus three (3) years after the final payment under the contract.

#### **Signing Authority**

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

501(c)(3) applicants or business entities with boards of directors must provide evidence that the person signing the grant agreement has signing authority, which may include articles of incorporation, bylaws, or a board resolution conferring authority to the signatory. For other business entities that do not have boards of directors, the chief executive officer or designated executive officer, managing partner, majority owner, or other designated manager must execute the grant agreement and include sufficient evidence of signing authority, which may include articles of incorporation, bylaws, or partnership agreements.

This documentation is not required at the time of proposal submission, but applicants are advised that the grant agreement is not fully executed nor will any financial invoices be processed for reimbursement until the required documentation has been received by the BSCC. A sample Governing Board Resolution can be found in *Appendix K*.

#### **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 Department of Finance, 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.

#### Invoicing

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices with supporting documentation to the BSCC on either a monthly or quarterly basis within 45 days following the end of the reporting period via the online process. Once approved by the BSCC, the invoice is forwarded to the State Controller's Office. Reimbursement checks are mailed to the grantee from the State Controller's Office. Electronic payment disbursement is not yet an option for BSCC grants.

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

Additional information about invoicing can be found in the *BSCC Grant Administration Guide*, located on the *BSCC website*.

#### **Reporting Match Contributions**

Reporting of the expenditure of match contributions need not be made in exact proportion to the expenditure of grant funds. However, before the grant expires or is terminated, **the match contribution must be equal to the amount of grant funds expended.** The expenditure of both cash and in-kind contributions must be reported on the BSCC invoice, as the expenditures occur. Match funds and related expenditures also must be identified in the accounting records (e.g., general ledger) and included in any grant-specific audit reports.

Applicants shall budget only for the required match. The match amount specified in the project budget will become a part of the Grant Award. As part of the Grant Award, it is subject to all programmatic and audit requirements and cannot be reduced by the project once the grant proposal is approved.

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

#### **Supplanting**

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. CalVIP grant funds shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant.

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.

#### **Quarterly Progress Reports**

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

#### **Grantee Orientation Process**

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

#### **Staff Travel**

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

#### **Units of Government**

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

#### Non-Governmental Organizations (NGOs)

An NGO receiving BSCC funds must use the State travel and per diem policy, unless the grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.

#### **Out-of-State Travel**

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, grantees must submit to the BSCC

a separate formal request (on grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information. In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <a href="https://oag.ca.gov/ab1887">https://oag.ca.gov/ab1887</a>.

#### **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 <u>will not</u> 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.

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

#### **Compliance Monitoring Visits**

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Monitoring Visit Checklist is contained in *Appendix M*.

#### **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 April 10, 2020.
- Proposal Narrative does not meet the narrative formatting requirements below:
  - Arial 12-point font
  - o One-inch margins on all four sides
  - 1.5-line spacing
- Proposal Narrative exceeds 12 numbered pages in length.
- Budget Attachment (Excel document) is incomplete or the total amount included in the budget table does not match the requested amount included elsewhere in the application.
- Budget Attachment (Excel document) exceeds 4 pages in length.
- Proposal Package does not contain all required sections:
  - Coversheet accurately completed
  - Proposal Checklist filled out and signed
  - Applicant Information Form completed and signed
  - Proposal Narrative
  - 2019 CalVIP Budget Attachment (in Excel)
  - Written Agreements from Key Partners (if applicable, Appendix F)
  - Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix B) – completed and signed
  - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix L) – completed and signed
  - Project Work Plan (not to exceed 1 page)
  - City Applicants Only: Commitment to Coordinated Violence Reduction Efforts (Appendix G) – completed and signed
  - City Applicants Only: CalVIP Coordinating and Advisory Council Membership Roster (Appendix H) – completed
- Applicant's funding request was more than \$1.5 million (for Funding Categories 1 and 2) or \$600,000 (for Funding Category 3).
- City Applicant did not indicate its intention to pass through at least 50 percent of any awarded funds to one or more CBOs and/or public agencies whose primary mission is violence prevention or community safety.

**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.

#### **Proposal Rating Process**

Unless disqualified, proposals will advance to the Proposal Rating Process. The 2019 CalVIP 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 Attachment. Following the proposal rating process, the ESC will develop funding recommendations for consideration by the BSCC Board. It is anticipated that the BSCC Board will act on the funding recommendations of the ESC at its meeting on June 11, 2020. All applicants 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* that will be used and the maximum points assigned to each factor are shown in the table below. Applicants will be asked to address each of these factors as a part of their proposal. The CalVIP ESC assigned a percent value to each of the five *Rating Factors*, correlating to its importance within the overall project (see *Percent of Total Value* column).

CalVIP Rating Factors		Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Description of Community Need	1 - 5	15%	30
2	Project Description	1 - 5	35%	70
3	Organizational Capacity and Coordination	1 - 5	20%	40
4	Project Evaluation and Monitoring	1 - 5	15%	30
5	Project Budget	1 - 5	15%	30
	Total:			200

Evaluators will rate an applicant's response in each of these categories on a scale of 1-5, according to the Five-Point Rating Scale shown below. Each rating factor then will be weighted according to the *Percent of Total Value* to arrive at the *Weighted Rating Factor Score*. There are no preference points available.

**Five Point Rating Scale** 

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

#### **Scoring Threshold/Minimum Score**

An applicant must meet a threshold of <u>50%</u>, or a minimum score of <u>100</u> total points, to be considered for funding.

#### **Key Dates**

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

Activity	Date
Release Request for Proposals	February 14, 2020
Bidder's Conference #1 – Los Aneles	March 3, 2020
Bidder's Conference #2 – Sacramento	March 6, 2020
Letter of Intent Due to the BSCC	March 13, 2020
Proposals Due to the BSCC	April 10, 2020
Proposal Rating Process and Development of Funding Recommendations	April-May 2020
BSCC Board Considers Funding Recommendations	June 11, 2020
Notice to Grantees	June 12, 2020
New Grants Begin	July 1, 2020
Mandatory New Grantee Orientation in Sacramento	August or September 2020 (TBD)
Project Delivery Period Ends	June 30, 2023
Final Evaluation Report Due and Grant Ends	December 31, 2023

#### PART II: PROPOSAL INSTRUCTIONS

#### The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Instructions for Applicant Information Form
- Applicant Information Form
- Proposal Narrative Guidelines
- Link to the CalVIP RFP Budget Attachment (includes Budget Tables and Narrative)

## California Violence Intervention and Prevention (CalVIP) Grant

### **CalVIP Proposal Cover Sheet**

### Submitted by:

**INSERT Name of Applicant** 

### **Grant Dollars Requested:**

**INSERT \$ Dollar Amount** 

#### **Date Submitted:**

**INSERT Date of Submission to BSCC** 

#### **CalVIP Proposal Checklist**

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

	Required Items:	$\sqrt{}$
1	Completed Cover Sheet	
2	CalVIP Proposal Checklist  • Signed in blue ink by the authorized signatory (original signature)	
3	Applicant Information Form  • Signed in blue ink by the authorized signatory (original signature)	
4	Proposal Narrative <ul> <li>12 pages or less</li> <li>Optional: 1-page bibliography (not counted toward 12 pages)</li> </ul>	
5	Budget Attachment (includes Budget Tables and Narrative)  • 4 pages or less	
	Required Attachments for All Applicants:	
6	Letters of Commitment from Key Partners, if applicable, per page 15 (Appendix F)	
7	Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix B)  • Signed in blue ink by the authorized signatory (original signature)	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix L)  • Signed in blue ink by the authorized signatory (original signature)	
9	CalVIP Project Work Plan (Appendix N)	
	Required Attachments for <u>City Applicants ONLY</u> :	
10	Commitment to Coordinated Violence Reduction Efforts (Appendix G)  • Signed in blue ink by the authorized signatory (original signature)	
11	CalVIP Coordinating and Advisory Council Membership (Appendix H)	
	Optional:	
12	Governing Board Resolution (Appendix K)  Note: The Governing Board Resolution or other documentation of singing authority is due prior to Grant Award Agreement, not at time of proposal submission.	

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, item P, next page)

<sup>\*</sup> Attachments other than those listed above will be removed from the proposal and not considered during the proposal evaluation process. \*

#### **Applicant Information Form: Instructions**

- **A. Applicant:** Complete the required information for the city or community-based organization submitting the proposal. Indicate applicant type. For cities, the Applicant may be the city itself or a designated department or office. Check the appropriate box to indicate City or CBO.
- **B.** Tax Identification Number: Provide the tax identification number of the Applicant.
- C. CBO Applicants ONLY Location of Services: Identify the city or cities where the CBO will provide services to residents. The city must be one of the 29 cities listed in Table 1 of the RFP.
- **D. Project Title:** Provide the title of the proposed project.
- **E. Name of Strategy (or Strategies) to be Implemented:** List the violence reduction strategy or strategies that will be implemented with the CalVIP funds (e.g. Focused Deterrence, Street Outreach, Hospital-Based Intervention, Mentoring, Case Management, etc.).
- **F. 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.
- **G. Key Partner Agencies:** List all key partner agencies (see page 16 of the RFP).
- **H. Type of Project to be Implemented:** Identify whether the project will be a NEW effort, an ENHANCEMENT of an existing effort (i.e. increased services provided to existing population) or an EXPANSION of an existing effort (i.e. additional individuals served).
- I. Grant Funds Requested: Enter the total amount of grant funds you are requesting.
- **J. Match Funds Committed:** Enter the total amount of match funds committed (must equal amount in item I.
- K. City Applicants ONLY Pass-Through Amount: City applicants must enter the amount of grant funds that will be passed through to one or more CBO or public agencies or departments, other than law enforcement agencies or departments, that are primarily dedicated to community safety or violence prevention. Also enter the amount as a percentage (minimum 50%).
- **L. 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 agency.
- **M.** Financial Officer: Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Applicant agency.
- **N.** 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.
- **O. 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.
- **P.** Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

### **CalVIP Applicant Information Form**

A. APPLICANT:			B. TAX IDEN	ITIFICATION NUMBER:	
NAME OF APPLICANT			TAX IDENTI	FICATION #	
STREET ADDRESS	CITY	,	STATE	ZIP CODE	
MAILING ADDRESS (if different)	CITY		STATE	ZIP CODE	
APPLICANT TYPE: ☐ COMMUN	IITY-BASED ORGANIZATIOI	N (CBO) ⊠ C	ITY		
C. CBO APPLICANTS ONLY – LOCATION OF RESIDENTS REC	CEIVING SERVICES (MU	ST BE CITY OR C	ITIES LISTE	O IN TABLE 1):	
D. PROJECT TITLE:					
E. STRATEGY TO BE IMPLEMENT	TED:				
F. PROJECT SUMMARY (100-150	words):				
	Name:			Letter of Commitment:	
	Name:			Letter of Commitment:	
G. KEY PARTNER AGENCIES	Name:			Letter of Commitment:	
(if applicable):	Name:			Letter of Commitment:	
	Name:			Letter of Commitment:	
	Name:			Letter of Commitment:	
H. TYPE OF PROJECT:				EXPANSION	
I. GRANT FUNDS REQUESTED:	\$	J. MATCH FUND	DS:	\$	
K. CITY APPLICANTS ONLY - PASS	5-THROUGH AMOUNT:	\$		%	
L. PROJECT DIRECTOR:					
NAME	TITLE	TELEPI	HONE NUMBE	R (direct line)	
STREET ADDRESS		CITY			
STATE	ZIP CODE	EMAIL ADDRES	S		
M. FINANCIAL OFFICER:					
NAME	TITLE	TELEPI	HONE NUMBE	R (direct line)	
STREET ADDRESS		CITY			
STATE	ZIP CODE	EMAIL ADDRES	S		
PAYMENT MAILING ADDRESS (if diffe	erent) CITY		STATE	ZIP CODE	

N. DAY-TO-DAY PROGRAM CONTACT:					
NAME	TITLE	TELEPHONE NUMI	BER (direct line)		
STREET ADDRESS		CITY			
STATE	ZIP CODE	EMAIL ADDRESS			
O. DAY-TO-DAY FISCAL CO	NTACT:				
NAME	TITLE	TELEPHONE NUM	BER (direct line)		
STREET ADDRESS		CITY			
STATE	ZIP CODE	EMAIL ADDRESS			
	ereby certify I am vested by t	the Applicant with the authority to the laws, policies, and procedures			
NAME OF AUTHORIZED OFFICE	ER TITLE	TEL	EPHONE NUMBER		
STREET ADDRESS	CITY	STATE ZIP (	CODE		
EMAIL ADDRESS					
SIGNATURE		DAT	E		

<sup>\*</sup> Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

#### **Proposal Narrative and Budget Attachment**

The five rating factors will be addressed in two separate parts, the Proposal Narrative and the Budget Attachment, as shown here:

Section	Rating Factor	Percent Value	Addressed In:
1	Description of Community Need	15%	Proposal Narrative
2	Project Description	35%	
3	Organizational Capacity and Coordination	20%	
4	Project Evaluation and Monitoring	15%	
5	Project Budget (Budget Tables & Narrative)	15%	Budget Attachment

#### **Instructions for Proposal Narrative**

The Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed 12 pages in length. For the Proposal Narrative, address Rating Factors 1-4 listed below. Each section should be titled accordingly. Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links. Charts, tables or graphs must meet the spacing and font requirements.

Applicants *may* include a one-page bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style. The bibliography will not be counted toward the 12-page limit.

These 12 pages <u>do not include</u> the Cover Sheet, Proposal Checklist, Applicant Information Form, One-Page Bibliography (optional), Budget Attachments or other required attachments (see *Proposal Checklist*).

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

#### **Section 1: Description of Community Need (Percent of Total Value: 15%)**

Address the rating factor for Description of Community Need in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 1-5.

**Description of Community Need:** The applicant described a community need that is pertinent to the intent of the grant program. The elements that comprise the Description of Community Need are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the <u>quality of the response</u> to each that is to be evaluated.

Describe the need(s) in the target area and/or target population that contribute to the disproportionate impact of violence, primarily homicides, shootings, and aggravated assaults. This description of the community need should include:

- 1.1
- a description of the existing violence in the target area.
- identification of the primary factor(s) that contribute to the violence.
- qualitative and quantitative data in support of the identified factor(s) (all data sources are cited).
- service gaps that are connected to the identified factor(s) and/or contribute to the violence.

Identify the target area and/or target population. This description should include, when appropriate:

- how the target area and/or target population relate to the need(s) identified in 1.1.
- the process the applicant used or will use to identify the target population, to include those individuals who are at highest risk of perpetrating violence or being victimized by violence.
- the total number of high-risk individuals projected to be served.
- quantitative and qualitative data to explain why the target area and/or target population was selected (all data sources are cited).

1.2

#### Section 2: Project Description (Percent of Total Value: 35%)

Address the rating factor for Project Description in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 1-5.

**Project Description:** The applicant provided a description of the project that is related to the need(s) they described and the intent of the authorizing legislation. The elements that comprise the Project Description are listed below. Addressing each element does not in of the response to each that is to be evaluated.

itself merit a high rating; rather, although each element is to be addressed, it is the guality Describe the proposed violence reduction strategy. This description should include: the relationship between the proposed strategy and the need(s), target area and/or target population identified in the Description of Community Need section. a rationale to support the selection of the proposed strategy which includes 2.1 relevant evidence or research supporting its use for reducing the incidence of homicides, shootings, and aggravated assaults within the target area and/or target population (may include evidence-based, evidence-informed, promising, data-driven, and/or innovative practices – see pages 13-14). an explanation of how the proposed strategy will achieve reductions in violence without relying on mass incarceration, if applicable (per AB1603). For project participants, describe: the plan for identifying, accessing, and serving individuals from the target population who are eligible and appropriate for participation in the strategy. 2.2 plans to overcome any inability to access and/or serve those individuals. the strategy/strategies for maintaining sustained engagement. the plan for selecting the services that will be received by participants (i.e., risk/needs assessment). Provide a Project Work Plan (Appendix N) that: identifies the project's goal(s) and measurable objectives (see Appendix E for definitions) that are related to the community need(s) identified in 1.1. 2.3 • identifies how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates. is appropriate to the proposed strategy.

Section 3: Organizational Capacity and Coordination (Percent of Total Value: 20%) Address the rating factor for Organizational Capacity and Coordination in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 1-5.

<b>Organizational Capacity and Coordination:</b> The applicant described their organization's ability to implement the proposed project. The elements that comprise the Organizational Capacity and Coordination section are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the <u>quality of the response</u> to each that is to be evaluated.				
3.1	Describe the experience, current staffing, and partnerships the lead agency will use to implement the proposed strategy. Include partners' letters of commitment describing involvement appropriate to the proposed strategy, if applicable. If staff and/or subcontractors are to be selected after the grant is awarded, then specify the process and criteria for selecting those staff and/or subcontractors.			
3.2	Describe how the proposed violence reduction strategy/strategies will enhance coordination of existing violence prevention and intervention programs and minimize duplication of services (per AB 1603).			
3.3	Describe a reasonable and realistic plan for selecting and training the staff and/or subcontractors who will deliver the proposed strategy to the target population.			
3.4	Describe the culturally relevant experience of staff and subcontractors. Include any plans for involvement of formerly and/or currently system-involved individuals in the project's design and implementation. Include past and/or ongoing experience working with the target population.			
3.5	Describe a plan for obtaining outside technical assistance (i.e., subject matter expertise) to implement the proposed violence reduction strategy or explain how the lead agency will ensure that the proposed strategy is implemented as intended.			

#### Section 4: Project Monitoring and Evaluation (Percent of Total Value: 15%)

Address the rating factor for Project Monitoring and Evaluation in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 1-5.

Project Monitoring and Evaluation: The applicant described how it will monitor and evaluate the effectiveness of the proposed project. The elements that comprise the Project Monitoring and Evaluation section are listed below. Addressing each element does not in 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. Describe your plan to determine the staff and/or entity that will conduct the project 4.1 evaluation and how monitoring activities will be incorporated in the various phases of the project (e.g., start-up, implementation, service delivery period, etc.). Identify the process and outcome indicators that are quantifiable and in line with 4.2 the intent of the proposal and the objectives listed in the Work Plan. Describe your preliminary plan for how to collect and evaluate baseline and 4.3 outcome data related to the process and outcome indicators identified in 4.2. Describe a plan for entering into data sharing agreements, if necessary.

#### **CalVIP Budget Attachment**

#### Section 5: Project Budget (Percent of Total Value: 15%)

As part of the application process, applicants are required to submit the 2019 CalVIP RFP Budget Attachment (Budget Attachment), Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Budget Attachment workbook:

#### To access the CalVIP Budget Attachment, click here.

The Budget Attachment may not exceed four (4) pages total.

Upon submission, the Budget Attachment will become "Section 5: Project Budget," making up part of the official proposal. 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 42-month grant term. For example, if you are requesting \$1 million (with a \$1 million match), the Budget Table must total to \$2 million and the corresponding Narrative must explain how that \$2 million will be spent over the 42-month term of the grant.

The following items – applied to both the Budget Tables and the Budget Narrative – are rated as a part of this section and must be addressed by the applicant in the Budget Attachment. The response will be evaluated with a single rating based on a scale of 1-5.

and Book Attach a high	<b>Project Budget:</b> The applicant provided a complete Budget Attachment (Project Budget and Budget Narrative) for the proposed project. The elements against which the Budget Attachment will be rated 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.			
5.1	<ul><li>5.1 Provide complete and detailed budget information with language to support each budget category, as applicable. The expenses must be appropriate to the proposed strategy.</li></ul>			
5.2	Demonstrate how the amount of grant funds requested are commensurate with the scope of the proposal and the demonstrated need(s) for these additional resources (per AB 1603).			
5.3	5.3 Describe how the dollar-for-dollar match requirement will be met (either cash or in-kind) (per AB 1603).			

Additional guidance on grant budgets can be found in the *BSCC Grant Administration Guide*, located on the BSCC <u>website</u>.

# **PART III: APPENDICES**

#### Appendix A: State Budget Act Language FY 2019-20

#### Assembly Bill No. 74, Chapter 23

5227-108-0001 - For local assistance, Board of State and Community Corrections

#### Schedule:

(1) 4945-Corrections Planning and Grant Programs	30,000,000
(a) Grants to the City of Los Angeles	(1,000,000)
(b) Competitive grants to all other cities or to	
community-based organizations	(29,000,000)

#### Provisions:

- 1. The Board of State and Community Corrections program awarding state grant funds from subdivisions (a) and (b) of Schedule (1) shall be named the California Violence Intervention and Prevention Grant Program (CalVIP).
- 2. All CalVIP grantees shall provide a 100-percent match to state grant funds awarded from subdivisions (a) and (b) of Schedule (1).
- 3. The amount appropriated in subdivision (b) of Schedule (1) shall be for competitive grants to cities or community-based organizations. A grant shall not exceed \$500,000, and at least two grants shall be awarded to cities with populations of 200,000 or less.
- 4. In awarding CalVIP grants, the Board of State and Community Corrections shall give preference to applicants in cities or regions that are disproportionately affected by violence, and shall give preference to applicants that propose to direct CalVIP funds to programs that have been shown to be the most effective at reducing violence.
- 5. Each city that receives a grant from subdivisions (a) and (b) of Schedule (1) shall distribute at least 50 percent of the grant funds it receives to one or more community-based organizations pursuant to the city's proposal.
- 6. Each city that receives a grant from subdivision (b) of Schedule (1) shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas. Each city grantee shall also establish a coordinating and advisory council to prioritize the use of funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and local residents.
- 7. Applicants for CalVIP grant funds shall include clearly defined, measurable objectives for the grant in the proposal to the Board of State and Community Corrections. CalVIP grantees shall report to the Board of State and Community Corrections regarding their progress in achieving those objectives.
- 8. The Board of State and Community Corrections shall report to the Legislature pursuant to Section 9795 of the Government Code within 90 days following the close of the grant cycle on the overall effectiveness of the CalVIP program.

- 9. Funds appropriated in this item are available for encumbrance and expenditure until June 30, 2022.
- 10. Upon order of the Director of Finance, up to 5 percent of the amount appropriated in Schedule (1) shall be transferred to Schedule (1) of Item 5227-001-0001 for costs to administer the CalVIP program. Funds transferred pursuant to this provision are available for encumbrance and expenditure until June 30, 2022.
- 11. Of the amount appropriated in subdivision (b) of Schedule (1), \$3,000,000 shall be for competitive grants to cities with populations of 40,000 or less, defined as a "rural area" in subdivision (c) of Section 50199.21 of the Health and Safety Code.

#### Assembly Bill No. 1603, Chapter 735

An act to add *and repeal* to *of* Title 10.2 (commencing with Section 14130) Part 4 of the Penal Code, relating to criminal justice.

SECTION 1. Title 10.2 (commencing with Section 14130) is line 2 added to Part 4 of the Penal Code, to read:

TITLE 10.2. CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION GRANT PROGRAM

14130. This title shall be known and may be cited as the Break the Cycle of Violence Act.

#### 14131.

- (a) The California Violence Intervention and Prevention Grant Program (CalVIP) is hereby created to be administered by the Board of State and Community Corrections.
- (b) The purpose of CalVIP is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults.
- (c) CalVIP grants shall be used to support, expand, and replicate evidence-based violence reduction initiatives, including, without limitation, hospital-based violence intervention programs, evidence-based street outreach programs, and focused deterrence strategies, that seek to interrupt cycles of violence and retaliation in order to reduce the incidence of homicides, shootings, and aggravated assaults. These initiatives shall be primarily focused on providing violence intervention services to the small segment of the population that is identified as having the highest risk of perpetrating or being victimized by violence in the near future.
- (d) CalVIP grants shall be made on a competitive basis to cities that are disproportionately impacted by violence, and to community-based organizations that serve the residents of those cities.
- (e) For purposes of this section, a city is disproportionately impacted by violence if any of the following are true:

- (1) The city experienced 20 or more homicides per calendar year during two or more of the three calendar years immediately preceding the grant application for which the Department of Justice has available data.
- (2) The city experienced 10 or more homicides per calendar year and had a homicide rate that was at least 50 percent higher than the statewide homicide rate during two or more of the three calendar years immediately preceding the grant application for which the Department of Justice has available data.
- (3) An applicant otherwise demonstrates a unique and compelling need for additional resources to address the impact of homicides, shootings, and aggravated assaults in the applicant's community.
- (f) An applicant for a CalVIP grant shall submit a proposal, in a form prescribed by the board, which shall include, but not be limited to, all of the following:
  - (1) Clearly defined and measurable objectives for the grant.
  - (2) A statement describing how the applicant proposes to use the grant to implement an evidence-based violence reduction initiative in accordance with this section.
  - (3) A statement describing how the applicant proposes to use the grant to enhance coordination of existing violence prevention and intervention programs and minimize duplication of services.
  - (4) Evidence indicating that the proposed violence reduction initiative would likely reduce the incidence of homicides, shootings, and aggravated assaults.
- (g) In awarding CalVIP grants, the board shall give preference to applicants whose grant proposals demonstrate the greatest likelihood of reducing the incidence of homicides, shootings, and aggravated assaults in the applicant's community, without contributing to mass incarceration.
- (h) The amount of funds awarded to an applicant shall be commensurate with the scope of the applicant's proposal and the applicant's demonstrated need for additional resources to address violence in the applicant's community.
  - (1) Notwithstanding Provision 3 of Item 5227-108-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019), the Board of State and Community Corrections may award competitive grants in amounts not to exceed one million five hundred thousand dollars (\$1,500,000) per applicant per gran cycle. The length of the grant cycle shall be determined by the board.
  - (2) The board shall award at least two grants to cities with populations of 200,000 or less.
- (i) Each grantee shall commit a cash or in-kind contribution equivalent to the amount of the grant awarded under this section.
- (j) Each city that receives a CalVIP grant shall distribute no less than 50 percent of the grant funds to one or more of any of the following types of entities:
  - (1) Community-based organizations.
- (2) Public agencies or departments, other than law enforcement agencies or departments, that are primarily dedicated to community safety or violence prevention.
- (k) The board shall form a grant selection advisory committee including, without limitation, persons who have been impacted by violence, formerly incarcerated persons, and persons with

direct experience in implementing evidence-based violence reduction initiatives, including initiatives that incorporate public health and community-based approaches.

- (I) The board may use up to 5 percent of the funds appropriated for CalVIP each year for the costs of administering the program including, without limitation, the employment of personnel, providing technical assistance to grantees, and evaluation of violence reduction initiatives supported by CalVIP.
- (m) Each grantee shall report to the board, in a form and at intervals prescribed by the board, their progress in achieving the grant objectives.
- (n) The board shall, by no later than 90 days following the close of each grant cycle, prepare and submit a report to the Legislature in compliance with Section 9795 of the Government Code regarding the impact of the violence prevention initiatives supported by CalVIP.
- (o) The board shall make evaluations of the grant program available to the public.

This title shall remain in effect only until January 1, 2025, and as of that date is repealed.

#### **Appendix B:**

## Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

(Page 1 of 2)

The 2019 CalVIP Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving 2019 CalVIP funds. The RFP describes these requirements as follows:

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

- Have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC or with the CalVIP grantee;
- In either instance (applicant or subgrantee), 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 or subcontractor;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the 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 □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □

#### (Page 2 of 2)

Grantees are required to update this list and submit it to the 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 2019 CalVIP 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 per	son who is authorized to s	ign the Gra	nt Agree	ement.)
NAME OF AUTHORIZED OFFICER	TITLE			TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CC	DDE
EMAIL ADDRESS				
SIGNATURE			DATE	
X				

# **Appendix C: CalVIP Executive Steering Committee**

CalVIP Executive Steering Committee for Grant Cycle from July 1, 2020 to December 31, 2023

	Name	Title & Organizational Affiliation	From
1	Chief Andy Mills, Chair	Chief of Police, City of Santa Cruz & Board Member, BSCC	Santa Cruz
2	Amanda Benson	Chief Assistant Public Defender Sacramento County Public Defender's Office	Sacramento
3	Norchelle Brown	Policy Assistant U.S. House of Representatives	Los Angeles
4	Michelle Scray Brown	Chief Probation Officer San Bernardino County	San Bernardino
5	Rev. Dr. Charles Dorsey	The Dorsey Group, LLC	Long Beach
6	Erinn Herberman, PhD	Research Director San Diego County Probation Department	San Diego
7	Stephen Lindley	Brady: United Against Gun Violence	San Diego
8	DeAngelo Mack	Director of State Policy Public Health Advocates	Sacramento
9	Julio Marcial	Director, Youth Justice Liberty Hill Foundation	Los Angeles
10	Leanndra Martinez	Intake Specialist First Place for Youth	Oakland
11	Mike McLively	Senior Staff Attorney Giffords Law Center to Prevent Gun Violence	San Francisco
12	Stacy Alamo Mixson	Chief, Safe and Active Communities Branch California Department of Public Health	Sacramento
13	Daniel J. Orth	Program Officer, Kroc Institute for Peace & Justice University of San Diego	San Diego
14	Phal Sok	Youth Justice Coalition	Los Angeles
15	Steve Stavropoulos	Assistant Chief Deputy Sacramento County Probation Department	Sacramento

#### **Appendix D: BSCC's Crime Data Analysis**

In defining "disproportionately impacted by violence," the CalVIP ESC used the definitions provided AB 1603. AB 1603 states that a city is considered to be disproportionately impacted by violence if any of the following are true:

- 1. The city experienced 20 or more homicides per calendar year during two or more of the three calendar years immediately preceding the grant application for which the Department of Justice has available data.
- 2. The city experienced 10 or more homicides per calendar year [during two or more of the three calendar years immediately preceding the grant application] and had a homicide rate that was at least 50 percent higher than the statewide homicide rate during two or more of the three calendar years immediately preceding the grant application for which the Department of Justice has available data.
- 3. An applicant otherwise demonstrates a unique and compelling need for additional resources to address the impact of homicides, shootings, and aggravated assaults in the applicant's community.

Under the definitions provided in criteria 1 and 2 from AB 1603, the BSCC identified 20 cities that were considered disproportionately impacted by violence and therefore eligible to apply for the grand funds.

After reviewing the number of homicides and homicide rates across California cities, the CalVIP ESC determined a city had a "unique and compelling need" if the city experienced 7 or more homicides per calendar year during two or more of the three calendar years immediately preceding the grant application **and** had a homicide rate that was at least 25 percent higher than the statewide homicide rate during two or more of the three calendar years immediately preceding the grant application for which the Department of Justice has available data.

Using this definition of "unique and compelling need," the BSCC identified an additional nine cities that were considered disproportionately impacted by violence. This brought the total number of cities eligible to apply for the general funds to 29.

For "rural" cities (populations of 40,000 or less), the CalVIP ESC considered crime data reported to the California Department of Justice by law enforcement agencies during 2016, 2017, and 2018. The ESC decided that "rural" cities would be eligible to apply for grant funds if the city ranked within the top five percent in 1 or more violent crimes. Average crime rate (i.e. reported crimes per 100,000 citizens) across the three years leading up to the grant was used as the primary measure. Researchers calculated the average rate of crimes and ranked those rates for three of the four crimes classified as "violent" by the Federal Bureau of Investigation's Uniform Crime Reporting (UCR) Program. These include (1) homicide, (2) robbery, and (3) aggravated assault.

Note that as part of the analysis of the crime rate data, the BSCC identified the cities with crime rates for one or more violent crimes that were significantly higher than most cities (i.e., outliers). The distribution of crime rates for each violent crime was "skewed" by these outliers, causing the mean crime rate and average spread of crime rates to be higher. To minimize the impact of these outliers, an adjusted list of cities which did not include the outliers (i.e., cities with a high

crime rate for a specific violent crime) was used to determine the criteria for eligibility for cities with populations of 40,000 or less.

After the cutoff for the top five (5) percent of cities was established for each crime type, the cutoff points were applied to all the cities, including those with extreme crime rates. The BSCC identified 66 cities that qualified under the eligibility requirements set for rural cities.

The analysis of crime data was restricted to the 457 cities contained in both the California Department of Finance E-4 report (*Population Estimates for Cities, Counties, and the State, 2011-2019, with 2010 Benchmark*) and the Department of Justice's Open Justice report (*Crimes and Clearances with Arson – 1985-2018*).

The following 31 cities were not included in the analysis, as data was absent from one of the data bases used: Amador, Bear Valley, Blue Lake, Broadmoor, Calipatria, Colfax, Corte Madera, Half Moon Bay, Kensington, Lake Shastina, Larkspur, Lathrop, Live Oak, Loomis, Loyalton, Maricopa, Millbrae, Plymouth, Point Arena, Portola, Portola Valley, San Anselmo, San Carlos, San Joaquin, San Juan Bautista, Shasta Lake, Stallion Springs, Tehama, Trinidad, Wasco, and Woodside. Should one of these 31 cities submit a proposal, BSCC will contact that city directly and gather the relevant statistics to ascertain whether it qualifies for eligibility.

#### **Appendix E: Glossary of Terms and Resources**

#### **Case Management**

The Commission for Case Manager Certification defines case management as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs. It is characterized by advocacy, communication, and resource management and promotes quality and cost-effective interventions and outcomes.

Case management is an area of specialty practice within the health and human services professions. Its underlying premise is that everyone benefits when clients reach their optimum level of wellness, self-management, and functional capability. Case management facilitates the achievement of client wellness and autonomy through advocacy, assessment, planning, communication, education, resource management and service facilitation. Based on the needs and values of the client, and in collaboration with all service providers, the case manager links clients with appropriate providers and resources throughout the continuum of health and human services and care settings, while ensuring that the care provided is safe, effective, client-centered, timely, efficient, and equitable. This approach achieves optimum value and desirable outcomes for all stakeholders.

#### **Cognitive Behavioral Therapy**

According to the American Psychological Association, cognitive behavioral therapy (CBT) is a form of psychological treatment that has been demonstrated to be effective for a range of problems including depression, anxiety disorders, alcohol and drug use problems, marital problems, eating disorders and severe mental illness. Numerous research studies suggest that CBT leads to significant improvement in functioning and quality of life. In many studies, CBT has been demonstrated to be as effective as, or more effective than, other forms of psychological therapy or psychiatric medications.

It is important to emphasize that advances in CBT have been made on the basis of both research and clinical practice. Indeed, CBT is an approach for which there is ample scientific evidence that the methods that have been developed actually produce change. In this manner, CBT differs from many other forms of psychological treatment.

CBT is based on several core principles, including:

- 1. Psychological problems are based, in part, on faulty or unhelpful ways of thinking.
- 2. Psychological problems are based, in part, on learned patterns of unhelpful behavior.
- 3. People suffering from psychological problems can learn better ways of coping with them, thereby relieving their symptoms and becoming more effective in their lives.

CBT treatment usually involves efforts to change thinking patterns. These strategies might include:

- Learning to recognize one's distortions in thinking that are creating problems, and then to reevaluate them in light of reality.
- Gaining a better understanding of the behavior and motivation of others.

- Using problem-solving skills to cope with difficult situations.
- Learning to develop a greater sense of confidence is one's own abilities.

CBT treatment also usually involves efforts to change behavioral patterns. These strategies might include:

- Facing one's fears instead of avoiding them.
- Using role playing to prepare for potentially problematic interactions with others.
- Learning to calm one's mind and relax one's body.
- Not all CBT will use all of these strategies. Rather, the psychologist and patient/client work together, in a collaborative fashion, to develop an understanding of the problem and to develop a treatment strategy.

CBT places an emphasis on helping individuals learn to be their own therapists. Through exercises in the session as well as "homework" exercises outside of sessions, patients/clients are helped to develop coping skills, whereby they can learn to change their own thinking, problematic emotions and behavior.

CBT therapists emphasize what is going on in the person's current life, rather than what has led up to their difficulties. A certain amount of information about one's history is needed, but the focus is primarily on moving forward in time to develop more effective ways of coping with life.

#### **Cultural Competence**

Cultural competence<sup>2</sup> is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

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

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

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

<sup>&</sup>lt;sup>2</sup> Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). *Towards A Culturally Competent System of Care, Volume I.* Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.

#### **Diversion**

In the context of criminal law, diversion refers to diverting an individual out of the criminal justice system by having them complete a diversion program rather than be incarcerated or serve another alternative sentence. Criminal charges are typically dropped when an individual successfully completes a diversion program. The purpose of a diversion program is to effect rehabilitation while avoiding the stigma of a criminal conviction.

A diversion program allows the individual to avoid prosecution by completing various requirements for the program. These requirements could include:

- 1. Education aimed at preventing future offenses by the offender;
- 2. Restitution to victims of the offense;
- 3. Completion of community service hours:
- 4. Avoiding situations for a specified period of time in the future that may lead to committing another such offense.

Diversion programs are usually only available to individuals charged with misdemeanors and nonviolent felonies involving drugs or alcohol. In some jurisdictions, diversion may be available to individuals charged with domestic violence, child abuse or neglect, traffic-related offenses, or even writing bad checks. Diversion programs are primarily governed by state laws, which vary by state.

#### **Evaluation: Process Evaluation versus Outcome Evaluation**

#### **Process Evaluation**<sup>3</sup>

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

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

#### Outcome Evaluation<sup>4</sup>

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

<sup>&</sup>lt;sup>3</sup>Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <a href="http://www.jrsa.org/njjec/publications/program-evaluation.pdf">http://www.jrsa.org/njjec/publications/program-evaluation.pdf</a>. <sup>4</sup> *Id* at pp. 7-8.

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

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

#### **Focused Deterrence**

Focused deterrence strategies are problem-oriented strategies that follow the core principles of deterrence theory. The strategies target specific criminal behavior committed by a small number of chronic offenders who are vulnerable to sanctions and punishment. Offenders are directly confronted and informed that continued criminal behavior will not be tolerated. Targeted offenders are also told how the criminal justice system (such as the police and prosecutors) will respond to continued criminal behavior; mainly that all potential sanctions, or levers, will be applied. The deterrence-based message is reinforced through crackdowns on offenders, or groups of offenders (such as gang members), who continue to commit crimes despite the warning. In addition to deterring violent behavior, the strategies also reward compliance and nonviolent behavior among targeted offenders by providing positive incentives, such as access to social services and job opportunities.

Focused deterrence strategies generally target a specific type or group of offenders, such as youth gang members or repeat violent offenders. Many focused deterrence interventions have primarily targeted incidents of homicide and serious violence (criminal activities that usually involve chronic offenders) in urban settings (Kennedy 2006). Some strategies have focused on eliminating public forms of drug dealing (such as street markets and crack houses). These strategies are known as drug market interventions and they work by warning dealers, buyers, and their families that enforcement is imminent.

The focused deterrence framework was developed in Boston during the 1990s. Operation Ceasefire (Boston) was a problem-oriented policing project to stop serious gang violence by directly communicating to gang members that violence would no longer be tolerated and backing up that message by "pulling every lever" legally available when violence occurred. At the same time, youth workers, probation and parole officers, and other community-based organizations offered services and resources to gang members.

At a general level, the approach of focused deterrence strategies includes the following:

- 1. Selecting a particular crime problem (such as youth homicide);
- 2. Convening an interagency working group that may include law enforcement, social service, and community-based practitioners;
- Developing a response to offenders or groups of offenders that uses a variety of sanctions ("pulling levers") to stop continued violent behavior;

- 4. Focusing social services and community resources on target offenders to match the prevention efforts by law enforcement; and
- 5. Directly and continually communicating with offenders to make them understand why they are receiving special attention.

For more information on focused deterrence, please review the links below:

- 1. https://www.crimesolutions.gov/Practice Profile Details
- 2. <u>National Network for Safe Communities Group Violence Intervention: An Implementation Guide</u>
- 3. National Network for Safe Communities Custom Notifications
- 4. The National Network for Safe Communities Drugs, Race, and Common Ground: Reflections on the High Point Intervention

#### **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 program<sup>5</sup>. Examples of goal statements<sup>6</sup>:

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

Objectives are defined by statements of specific, measurable aims of program activities<sup>7</sup>. Objectives detail the tasks that must be completed to achieve goals<sup>8</sup>. Descriptions of objectives in the proposals should include three elements<sup>9</sup>:

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

<sup>&</sup>lt;sup>5</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <a href="http://www.jrsa.org/njjec/publications/program-evaluation.pdf">http://www.jrsa.org/njjec/publications/program-evaluation.pdf</a>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <a href="http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm">http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm</a>.

<sup>6</sup> *Id. at p. 4*.

<sup>&</sup>lt;sup>7</sup> National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives*. Retrieved from <a href="http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives">http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives</a>.

<sup>8</sup> *Id.*; see *supra* fn 1.

<sup>&</sup>lt;sup>9</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <a href="http://www.jrsa.org/njjec/publications/program-evaluation.pdf">http://www.jrsa.org/njjec/publications/program-evaluation.pdf</a>.

#### Examples of program objectives<sup>10</sup>:

- By the end of the program, young, drug-addicted juveniles will recognize the longterm consequences of drug use.
  - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

#### Hospital-Based Violence Intervention Programs (www.nnhvip.org)

Hospital-based violence intervention programs (HVIPs) vary in the specifics of their design and scope, but typically include a brief intervention in the emergency department or at hospital bedside and post-discharge intensive community-based case management services. HVIP services are provided by culturally competent Violence Prevention Professionals who often also serve in a mentorship capacity. HVIPs are rooted in the philosophy that violence is preventable and that violent injury offers a "teachable moment" and unique opportunity to break cycles of violence. HVIPs embrace a public health approach to violence prevention as they are grounded in data, which indicate that victims of violence are at elevated risk for re-injury and violence perpetration. This model has been the subject of numerous peer-reviewed studies indicating promising impact on injury recidivism, criminal justice contact, and trauma symptoms. HVIPs are now a recommended practice by the federal government.

This strategy aims to (1) provide trained crisis intervention and long-term case management and mentoring home visits and follow-up assistance to youth who are hospitalized for violent injuries, on probation, or identified as being highly at risk for dropout or suspension from school, as well as to their family and friends; (2) prevent retaliatory violence and reduce the total number of youth injured by interpersonal violence; (3) reduce reentry into the hospital and the criminal justice system; (4) prevent dropout and suspension from school for violent incidents; (5) link youth with local resources that help them live nonviolent lifestyles; and (6) provide positive peer role models and promote positive alternatives to violence.

For more information on hospital-based intervention, please review the links below:

- National Network of Hospital-based Violence Intervention Programs: www.nnhvip.org
- 2. Key Components of Hospital-based Violence Intervention Programs
- 3. The Health Alliance for Violence Intervention: www.thehavi.org

#### Mentoring

For more information on mentoring, please review the links below:

- 1. The Center for Evidence-Based Mentoring
- 2. Mentor Resources and Publications
- 3. How to Start a Mentoring Program

<sup>10</sup> *Id*.

#### **Police/Community Trust Building**

According to the U.S. Department of Justice, Community Oriented Policing Services (COPS) Office, building trust with the community is fundamental to effective policing. Sound conduct by police improves community interactions, enhances communication, and promotes shared responsibility for addressing crime and disorder.

Police departments can repair and strengthen community relationships by understanding and training officers on three key concepts: procedural justice, bias reduction, and racial reconciliation. Together and when implemented, these concepts create an environment in which effective partnerships between the police and citizens can flourish. The COPS Office provides these resources to ensure building trust is embedded in the culture of policing.

For additional resources on this topic, please review the links below:

- 1. U.S. Department of Justice, COPS Office
- 2. Vera Institute of Justice
- 3. National League of Cities
- 4. International City/County Management Association
- 5. Urban Institute

#### **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.<sup>11</sup> Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990<sup>12</sup>; Cullen and Gendreau, 2000<sup>13</sup>; Lipsey 1999<sup>14</sup>), several "principles of effective intervention" have been identified. These principles can be briefly categorized as the following:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
  - o Risk Principle
  - Need Principle
  - Responsivity Principle
  - Dosage

<sup>&</sup>lt;sup>11</sup> For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. Offender rehabilitation: Effective correctional intervention. Brookfield, Vt.: Ashgate Darthmouth.

<sup>&</sup>lt;sup>12</sup> Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. Criminology 28(3):369-404.

<sup>&</sup>lt;sup>13</sup> Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

<sup>&</sup>lt;sup>14</sup> Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? The Annuals of the American Academy of Political and Social Science, 564(2):142-166.

- Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

#### **Street Outreach**

Street outreach typically occurs inside the framework of a cooperative relationship with other agencies, including probation, law enforcement, social services and schools. Outreach workers are referred to as "street" outreach workers because their work is not office-based or even institutional- or school-based, but occurs primarily in the targeted neighborhoods, at the street and home level. The model relies on the use of culturally appropriate staff that respond to shootings to prevent retaliation and detect and resolve conflicts that are likely to lead to shootings. They develop relationships with high risk individuals who are likely to engage in gun violence and link them with resources such as education and job training. Staff collaborates with neighborhood organizations and other community groups to organize neighborhood events and public education activities that promote a no-shooting message. The strategy aims to change behaviors, attitudes, and social norms directly related to gun violence.

#### Example of Street Outreach: The Cure Violence Approach (www.cvg.org)

Cure Violence is an example of a street outreach model that is used around the country. The Cure Violence model was developed in 1995 by the Chicago Project for Violence Prevention, under the auspices of the University of Illinois at Chicago's School of Public Health. Cure Violence takes a public health approach to stopping shootings and killings, focusing on interrupting violence and the transmission of norms that promote it.

Using a multi-pronged approach to prevent shootings involving youth and young adults from ages 14-25, the model relies on the use of culturally appropriate staff who respond to shootings to prevent retaliation and detect and resolve conflicts that are likely to lead to shootings. They develop relationships with high risk individuals who are likely to engage in gun violence and link them with resources such as education and job training. Staff collaborates with neighborhood organizations and other community groups to organize neighborhood events and public education activities that promote a no-shooting message. The strategy aims to change behaviors, attitudes, and social norms directly related to gun violence.

Cure Violence stops the spread of violence by using the methods and strategies associated with disease control:

#### 1. Detecting and interrupting conflicts

Trained violence interrupters and outreach workers prevent shootings by identifying and mediating potentially lethal conflicts in the community and following up to ensure that the conflict does not reignite.

a. Prevent Retaliations: Whenever a shooting happens, trained workers immediately work in the community and at the hospital to cool down emotions

- and prevent retaliations working with the victims, friends and family of the victim, and anyone else is connected with the event.
- b. Mediate Ongoing Conflicts: Workers identify ongoing conflicts by talking to key people in the community about ongoing disputes, recent arrests, recent prison releases, and other situations and use mediation techniques to resolve them peacefully.
- c. Keep Conflicts 'Cool': Workers follow up with conflicts for as long as needed, sometimes for months, to ensure that the conflict does not become violent.

#### 2. Identifying and treating the highest risk individuals

Trained, culturally-appropriate outreach workers work with the highest risk individuals to make them less likely to commit violence by meeting them where they are at, talking to them about the costs of using violence, and helping them to obtain the social services they need – such as job training and drug treatment.

- a. Access Highest Risk: Workers utilize their trust with high-risk individuals to establish contact, develop relationships, begin to work with the people most likely to be involved in violence.
- b. Change Behaviors: Workers engage with high-risk individuals to convince them to reject the use of violence by discussing the cost and consequences of violence and teaching alternative responses to situations.
- c. Provide Treatment: Workers develop a caseload of clients who they work with intensively seeing several times a week and assisting with their needs such as drug treatment, employment, leaving gangs.

#### 3. Mobilizing the community to change norms

Workers engage leaders in the community as well as community residents, local business owners, faith leaders, service providers, and the high risk, conveying the message that the residents, groups, and the community do not support the use of violence.

- a. Respond to Every Shooting: Whenever a shooting occurs, workers organize a response where dozens of community members voice their objection to the shooting.
- b. Organize Community: Workers coordinate with existing and establish new block clubs, tenant councils, and neighborhood associations to assist.
- c. Spread Positive Norms: Program distributes materials and hosts events to convey the message that violence is not acceptable.

#### **Appendix F: Sample Letter of Commitment for Key Partners**

If the success of the proposed strategy relies on the participation of an outside agency or organization – that is, if an entity other than the applicant is to play a necessary or critical role in project implementation – the applicant must include a Letter of Agreement, Letter of Commitment or other signed written agreement to demonstrate that the outside agency is aware of the proposed partnership and agrees to participate.

[to be submitted on letterhead of the OUTSIDE ENTITY]

To: Board of State and Community Corrections

Re: California Violence Intervention & Prevention (CalVIP) Grant

Date: [must be within 3 months of proposal submission]

This letter is being submitted to document that [NAME OF THE OUTSIDE ENTITY] agrees to partner on the CalVIP grant proposal being submitted by [NAME OF APPLICANT].

As a part of this grant, [NAME OF OUTSIDE ENTITY] agrees to [DESCRIBE THE NATURE OF THE PARTNERSHIP, I.E. WHAT THE OUTSIDE ENTITY IS AGREEING TO DO, ETC.].

Signed by,

Name, Title

[must be the Executive Officer, Department Head or other Authorized Representative of the Outside Entity]

# **Appendix G: Commitment to Coordinated Violence Reduction Efforts**

For City Applicants Only Assembly Bill 74 (Statutes of 2019, Chapter 23) mandates that: "Each city that receives a CalVIP grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas." In the space below, please explain how your city will fulfil this obligation if selected for CalVIP funding:

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

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

#### **Appendix H: CalVIP Coordinating & Advisory Council Membership**

#### **For City Applicants Only**

Assembly Bill 74 (Statutes of 2019, Chapter 23) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group but must convene separately for the purpose of prioritizing the use of CalVIP funds.

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

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

#### **Appendix I: Local Evaluation Plan & Local Evaluation Report**

# California Violence Intervention & Prevention (CalVIP) Grant Preliminary Guidelines for the LOCAL EVALUATION PLAN

The California Violence Intervention & Prevention (CalVIP) Request for Proposals requires each grantee to submit a Local Evaluation Plan (LEP) to ensure that projects funded by the BSCC can be evaluated to determine their impact and effectiveness. The LEP should be developed prior to service delivery by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify a researcher who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant funding period. These guidelines were developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Implementing practices and strategies that can be supported by data should be a consideration wherever possible. BSCC is responsible for verifying that grant money is spent efficiently and on effective programs. Data is just one mechanism by which to do that. Your data results may be used to add to the body of knowledge regarding what works with the target populations. Therefore, be cognizant to collect appropriate and consistent data.

BSCC will make public the LEP submitted by each grantee. Plans may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature and the public.

#### **Project Background**

- Information essential to understanding the grantee's project.
- A description of how the project matches the theory behind its development.
- A description of the project goals and measurable objectives identified in the proposal.

#### **Evaluation Methods and Design**

Describe the research design that will be used to <u>evaluate the conduct</u> (process evaluation<sup>15</sup>) and <u>the effectiveness</u> (outcome evaluation<sup>16</sup>) of the program. This section should include:

- A description of the research design for the process evaluation.
  - o Document how the activities in the proposal will be carried out.
  - Describe the process variables and how they will be measured and defined.
  - Describe procedures ensuring that a program will be implemented to fidelity, when applicable.
- A description of the research design for the outcome evaluation.
  - Describe criteria for participant eligibility and comparison group(s), including the comparison group eligibility criteria.

<sup>&</sup>lt;sup>15</sup> See page 49 of the RFP for additional information on process and outcome evaluations.

<sup>16</sup> Ibid.

- Define outcome measures.
- Describe measurement instruments, programs and interventions.
- o Include a definition of successful program completion.
- Provide a rationale for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project.
- For both the process and outcome evaluation, describe what data will be collected, their data source(s), and data collection methods (tools used to collect the data, frequency, and who and where the data will be collected).
- If multiple types of interventions will be employed, describe how the separate effects on outcome variables of each type of the intervention will be determined, if possible.
   If not possible, explain how the results will be interpreted given that outcomes might be due to complex interactions among interventions.

#### A Logic Model

Provide a visual representation of the project depicting the logical relationships between the input/resources, activities, outputs, outcomes and impacts of the project.

# California Violence Intervention & Prevention (CalVIP) Grant Preliminary Guidelines for LOCAL EVALUATION REPORT

The California Violence Intervention & Prevention (CalVIP) Request for Proposals requires each grantee to submit a 3-Year Local Evaluation Report (LER) to determine project results, document definitive evidence regarding the project's efficacy and overall impact and assess whether or not the project achieved its intended goals and objectives. The LER must be based on the Local Evaluation Plan (LEP) submitted at the start of the grant. Any modifications to the LEP must be explained. These guidelines were developed to assist grantees in writing a LER that at a minimum, addresses the required information defined below.

The LER will be the documentation for what your organization did with the support of grant funds. BSCC will use these reports to help verify that the grant money was invested wisely and to describe the impact the grant had on the participants. Assuming the projects have successful outcomes, other organizations may want to adopt the project strategies or interventions you have demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate them.

The BSCC will make public the LER submitted by each grantee. Reports may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature and the public.

#### **Executive Summary**

The Executive Summary should be a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; research design; major findings, including unintended outcomes (positive and negative);

project accomplishments; barriers faced, how they were overcome; lessons learned; and conclusions.

#### **Project Background**

- Information essential to understanding the grantee's project.
- A description of the project goals and measurable objectives identified in the proposal.

#### **Evaluation Method and Design**

- A description of the research design for the process evaluation.
  - Document how the activities in the proposal are being carried out.
  - Describe the process measures and how they are being measured and defined.
  - Describe the procedures ensuring that a program is being implemented to fidelity, when applicable.
- A description of the research design for the outcome evaluation.
  - Describe criteria for participant eligibility and comparison group(s), including the comparison group eligibility criteria.
  - Define outcome measures.
  - Describe measurement instruments, programs and interventions.
  - o Include a definition of successful program completion.
- For both the process and outcome evaluation, describe what data is being collected, their data source(s), and data collection methods (tools used to collect the data, frequency, and who and where were the data collected). Describe any difficulties in data collection, and how they may have influenced the results.

#### **Evaluation Results and Discussion**

- Provide data related the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated), must be included.
  - Include basic demographic information of your participants (age, gender, race/ethnicity).
  - Include the number of individuals that received various services.
- Progress towards goals
  - Provide a summary of the degree to which these goals and objectives were achieved.
  - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Report results of any analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Report results of any analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.
- Provide a clear interpretation of the results and lessons learned.

#### **Conclusions and Recommendations**

Discuss the effectiveness of different strategies employed.

 Make useful recommendations with specific guidance for what to replicate or do differently.

#### **A Current Logic Model**

A visual representation, as of the date of the report, of the project depicting the logical relationships between the input/resources, activities, outputs, outcomes and impacts of the project.

#### **Grantee Highlight**

A brief, one-page, visually appealing, highlight or success story that provides additional information related to the program's success over the last three years. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos<sup>17</sup>. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

<sup>&</sup>lt;sup>17</sup> The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

# **Appendix J: Sample BSCC Grant Agreement**

STANDARD AGREEMENT STD 213 (Rev 03/2019)		BSCC XXX-19	FUNCTIASING AUTTIO	KIII I NOIV	IBER (II Applicable)
1. This Agreeme	nt is entered into between th	e Contracting Agency and the C	ontractor named below:		
CONTRACTING AG		<u> </u>			
BOARD OF STA	ATE AND COMMUNITY CO	RRECTIONS			
CONTRACTOR NAI	ME				
GRANTEE NAM	1E				
2. The term of t	his Agreement is:				
START DATE					
JULY 1, 2020					
THROUGH END	DATE				
<b>DECEMBER 31</b>	, 2023				
3. The maximum	amount of this Agreement i	s:			
\$000,000.00					
4. The parties ag	ree to comply with the terms	and conditions of the following	exhibits, attachments, an	d append	lices which are
by this referen	ce made a part of the Agree	ment.			
EXHIBITS		TITLE			PAGES
Exhibit A	Scope of Work				3
Exhibit B	Budget Detail and Paymer				4
Exhibit C	General Terms and Condit	ions (04/2017)			4
Exhibit D	Special Terms and Conditi				5
Attachment 1*	California Violence Interve	ntion & Prevention Grant Reques	st for Proposals		*
Attachment 2	CalVIP Grant Proposal				XX
Appendix A	CalVIP Executive Steering	Committee			1
Appendix B	Criteria for Non-Governme	ntal Organizations Receiving BS	SCC Program Funds		2
* This item is he	ereby incorporated by refere	nce and can be viewed at: xxxxx	XXXX		
IN WITNESS W	HEREOF, THIS AGREEME	NT HAS BEEN EXECUTED BY	THE PARTIES HERETO		
		CONTRACTOR			
CONTRACTOR NAI	ME (if other than an individual, state	whether a corporation, partnership, etc	.)		
GRANTEE NAM	<u>IE</u>				
CONTRACTOR B	USINESS ADDRESS	CIT	Υ	STATE	ZIP
PRINTED NAME	OF PERSON SIGNING	TIT	LE		l
CONTRACTOR A	UTHORIZED SIGNATURE	DA <sup>-</sup>	TE SIGNED		
Ø					
New		STATE OF CALIFORNIA			
CONTRACTING A	AGENCY NAME				
BOARD OF ST	ATE AND COMMUNITY CO	RRECTIONS			
	AGENCY ADDRESS	CIT	Υ	STATE	ZIP
2590 Venture O	, , , , , , , , , , , , , , , , , , , ,			95833	
	OF PERSON SIGNING	ТІТ			
RICARDO GOODRIDGE Deputy Director					
CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED					
<u></u>					

1.	Thi Co	RANT AGREEMENT – CALIFORNIA VIOLENCE AND INTERVENTION (CalVIP) GRANT is Grant Agreement is between the State of California, Board of State and Community rrections (hereafter referred to as BSCC) andereafter referred to as the Grantee).
2.		The Fiscal Year 2019-20 State Budget includes funding in the amount of \$30,000,000 for the California Violence Intervention and Prevention (CalVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). California cities that are disproportionately impacted by violence and the community-based organizations that that serve the residents of those cities are eligible to apply for CalVIP grant funding.
		The purpose of the CalVIP Grant is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicide, shootings and aggravated assaults (Penal Code Sec. 14131(b)).
	B.	Grantee agrees to administer the project in accordance with Attachment 1: CalVIP Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.
3.		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.

#### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: CalVIP Request for Proposals and Attachment 2: CalVIP Grant Proposal.

#### 5. REPORTING REQUIREMENTS

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

#### **Quarterly Progress Report Periods** Due no later than: 1. July 1, 2020 to September 30, 2020 October 30, 2020 2. October 1, 2020 to December 31, 2020 January 29, 2021 3. January 1, 2021 to March 31, 2021 April 30, 2021 4. April 1, 2021 to June 30, 2021 July 30, 2021 5. July 1, 2021 to September 30, 2021 October 29, 2021 6. October 1, 2021 to December 31, 2021 January 31, 2022 7. January 1, 2022 to March 31, 2022 April 29, 2022 8. April 1, 2022 to June 30, 2022 July 29, 2022 9. July 1, 2022 to September 30, 2022 October 31, 2022 10. October 1, 2022 to December 30, 2022 January 31, 2023 11. January 1, 2023 to March 31, 2023 April 28, 2023 12. April 1, 2023 to June 30, 2023 July 31, 2023

Note: Project delivery period ends June 30, 2023. July 1, 2023 to December 31, 2023 is for completion of Final Local Evaluation Report only.

December 31, 2023

# B. Evaluation Documents 1. Local Evaluation Plan Due no later than: November 1, 2020

# C. Other

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

#### 6. AUDIT REQUIREMENT

No audit requirements.

2. Final Local Evaluation Report

#### 7. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

#### 8. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the CalVIP Executive Steering Committee (See Appendix A) from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the CalVIP ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### 1. INVOICING AND PAYMENTS (Grantee will select monthly or quarterly)

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

Monthly Invoicing Periods:	Due no later than:
1. July 1, 2020 to July 31, 2020	September 15, 2020
2. August 1, 2020 to August 31, 2020	October 15, 2020
3. September 1, 2020 to September 30, 2020	November 15, 2020
4. October 1, 2020 to October 31, 2020	December 15, 2020
5. November 1, 2020 to November 30, 2020	January 15, 2021
6. December 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to January 31, 2021	March 15, 2021
8. February 1, 2021 to February 29, 2021	April 15, 2021
9. March 1, 2021 to March 31, 2021	May 15, 2021
10. April 1, 2021 to April 30, 2021	June 15, 2021
11. May 1, 2021 to May 31, 2021	July 15, 2021
12. June 1, 2021 to June 30, 2021	August 15, 2021
13. July 1, 2021 to July 31, 2021	September 15, 2021
14. August 1, 2021 to August 31, 2021	October 15, 2021
15. September 1, 2021 to September 30, 2021	November 15, 2021
16. October 1, 2021 to October 31, 2021	December 15, 2021
17. November 1, 2021 to November 30, 2021	January 15, 2022
18. December 1, 2021 to December 31, 2021	February 15, 2022
19. January 1, 2022 to January 31, 2022	March 15, 2022
20. February 1, 2022 to February 29, 2022	April 15, 2022
21. March 1, 2022 to March 31, 2022	May 15, 2022
22. April 1, 2022 to April 30, 2022	June 15, 2022
23. May 1, 2022 to May 31, 2022	July 15, 2022
24. June 1, 2022 to June 30, 2022	August 15, 2022
25. July 1, 2022 to July 31, 2022	September 15, 2022
26. August 1, 2022 to August 31, 2022	October 15, 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 15, 2023
30. December 1, 2022 through December 31, 2022	February 28, 2023
31. January 1, 2023 to January 31, 2023	March 15, 2023

32. February 1, 2023 to February 29, 2023	April 15, 2023
33. March 1, 2023 to March 31, 2023	May 15, 2023
34. April 1, 2023 to April 30, 2023	June 15, 2023
35. May 1, 2023 to May 31, 2023	July 15, 2023
36. June 1, 2023 to June 30, 2023	August 15, 2023

Final Local Evaluation Report Period*:	Due no later than:	
37. July 1, 2023 to July 31, 2023	September 15, 2023	
38. August 1, 2023 to August 31, 2023	October 13, 2023	
39. September 1, 2023 to September 30, 2023	November 10, 2023	
40. October 1, 2023 to October 31, 2023	December 15, 2023	
41. November 1, 2023 to November 30, 2023	January 12, 2024	
42. December 1, 2023 to December 31, 2023	March 31, 2024	

<sup>\*</sup>Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on these last six invoices.

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

Quarterly Invoicing Periods:	Due no later than:
1. July 1, 2020 to September 30, 2020	November 15, 2020
2. October 1, 2020 to December 31, 2020	February 15, 2021
3. January 1, 2021 to March 31, 2021	May 15, 2021
4. April 1, 2021 to June 30, 2021	August 15, 2021
5. July 1, 2021 to September 30, 2021	November 15, 2021
6. October 1, 2021 to December 31, 2021	February 15, 2022
7. January 1, 2022 to March 31, 2022	May 15, 2022
8. April 1, 2022 to June 30, 2022	August 15, 2022
9. July 1, 2022 to September 30, 2022	November 15, 2022
10. October 1, 2022 to November 30, 2022	January 15, 2023
11. January 1, 2023 to March 31, 2023	May 15, 2023
12. April 1, 2023 to June 30, 2023	August 15, 2023
Final Local Evaluation Invoicing Period*:	Due no later than:
13. July 1, 2023 to September 30, 2023	November 10, 2023
14. October 1, 2023 to December 31, 2023	March 31, 2024

- \*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on these last two invoices.
- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2023. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted on the invoice, due March 31, 2024 Supporting fiscal documentation will be required for all expenditures claimed on during the Final Local Evaluation Invoicing Period and must be submitted with your final invoice due no later than March 31, 2024.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

#### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

#### 3. BUDGET CONTINGENCY CLAUSE

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

project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

#### 4. PROJECT COSTS

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

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

#### 7. PROJECT BUDGET

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

- 1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- **2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- **3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- **6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- **8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect 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 seg.), 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 (<a href="http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx">http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx</a>) 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:
    - "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and

Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- **16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- **18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

# 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).)



#### 1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: CalVIP Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

#### 2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: CalVIP Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

#### 3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 1) Books and Records

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

#### 2) Access to Books and Records

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

#### 4. PROJECT ACCESS

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

#### 5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.
- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

#### 6. MODIFICATIONS

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

#### 7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC:
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: CalVIP Request for Proposal/Application for Funding, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

#### 8. SETTLEMENT OF DISPUTES

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

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

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

#### 9. UNION ACTIVITIES

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

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

#### 10. WAIVER

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

## CalVIP Executive Steering Committee for Grant Cycle from July 1, 2020 to December 31, 2023

	Name	Title & Organizational Affiliation	From
1	Chief Andy Mills, Chair	Chief of Police, City of Santa Cruz & Board Member, BSCC	Santa Cruz
2	Amanda Benson	Chief Assistant Public Defender Sacramento County Public Defender's Office	Sacramento
3	Norchelle Brown	Policy Assistant U.S. House of Representatives	Los Angeles
4	Michelle Scray Brown	Chief Probation Officer San Bernardino County	San Bernardino
5	Rev. Dr. Charles Dorsey	The Dorsey Group, LLC	Long Beach
6	Erinn Herberman, PhD	Research Director San Diego County Probation Department	San Diego
7	Stephen Lindley	Brady: United Against Gun Violence	San Diego
8	DeAngelo Mack	Director of State Policy Public Health Advocates	Sacramento
9	Julio Marcial	Director, Youth Justice Liberty Hill Foundation	Los Angeles
10	Leanndra Martinez	Intake Specialist First Place for Youth	Oakland
11	Mike McLively	Senior Staff Attorney Giffords Law Center to Prevent Gun Violence	San Francisco
12	Stacy Alamo Mixson	Chief, Safe and Active Communities Branch California Department of Public Health	Sacramento
13	Daniel J. Orth	Program Officer, Kroc Institute for Peace & Justice University of San Diego	San Diego
14	Phal Sok	Youth Justice Coalition	Los Angeles
15	Steve Stavropoulos	Assistant Chief Deputy Sacramento County Probation Department	Sacramento

# APPENDIX B to the Grant Agreement: Criteria for Non-Governmental Organizations Receiving BSCC Funds

The 2019-2020 CalVIP Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any CalVIP funds. The RFP describes these requirements as follows:

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

- Have been duly organized, in existence, and in good standing at least six months before
  entering into a fiscal agreement with the BSCC or with the CalVIP grantee;
- In either instance (applicant or subgrantee), 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 or subcontractor
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

Provide your agency name and in the table list information for all contracted parties.

#### **Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □

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

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

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

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

### **Appendix K: Sample Governing Board Resolution**

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

WHEREAS the *(insert name of Applicant Agency)* desires to participate in the 2019 California Violence Intervention & Prevention funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

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

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

BE IT FURTHER RESOLVED that the *(insert name of Applicant Agency)* agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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

Ayes:			
Notes:			
Absent:	531		
Signature:		Date:	
Typed Name and Title	:		
ATTEST: Signature: _		Date:	
Typed Name and Title	:		

# Appendix L: 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:

- 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:

<ul> <li>I/We are not currently debarred by any federal, state, or local entity from applying receiving federal, state, or local grant funds.</li> </ul>	for or
[ ] I/We have not been convicted of any crime involving theft, fraud, or embezzlem federal, state, or local grant funds within the last three years. We will notify the BSCC 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.

willing.					
AUTHORIZED SIGNATURE					
(This document must be signed by the person who is authorized to sign the Grant Agreement.)					
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS		
STREET ADDRESS	CITY	STATE	ZIP CODE		
OTTLET ADDITEOU	OTT	OTATE	211 0002		
APPLICANT'S SIGNATURE (Blue Ink Only	·)		DATE		
	,				
X					
			1		

# **Appendix M: Example of BSCC Comprehensive Monitoring Visit Tool**

# Corrections Planning and Grant Programs Division

# **COMPREHENSIVE MONITORING VISIT (CMV) TOOL**

Grantee:	<b>Award Year:</b> 1 □ 2 □ 3 □ 4 □
Grant Program:	Federal Funds: $\Box$ State Funds: $\Box$
Contract Number:	<b>Grant Amount:</b>
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.	<b>Executed Agreement</b> The Grantee has a copy of the fully executed Standard Agreement acceptable).	in the off	ficial file ( Yes □	e-file is No ⊠
2.	BSCC Grant Administration Guide The Grantee has a copy of the BSCC Grant Administration Guide know how to use it (e-file is acceptable).	readily av	ailable, a <b>Yes</b> □	nd staff <b>No</b> □
3.	Organizational Chart The Grantee has a current organizational chart for the department/uprogrammatic oversight of the grant.	ınit/sectio	n respons <b>Yes</b> □	sible for
4.	<b>Duty Statements</b> The Grantee maintains duty statements for grant-funded staff that list to the grant. <i>Note: Standard job classifications usually are not access was created specifically for the grant.</i>	-		
5.	Timesheets 5a. The Grantee maintains timesheets on all staff charged to the grand/or percentages are not acceptable.	rant. Note		
	5b. The Grantee maintains functional timesheets or conducts timesheets. <i>Note: Estimates and/or percentages are not acceptable.</i>			
6	Staff Positions	Yes □	No □	N/A □
υ.	All authorized positions are filled and performing grant-related duties  If no, list all unfilled positions and explanations for vacancies in the  Comments section.		<b>Yes</b> □ rative Re	<b>No</b> □ view
7.	Anticipated Changes Are there any anticipated changes to staff or the project? If yes, explain in the Administrative Review Comments section.		Yes □	No □
8.	Subcontracts 8a. Does this grant provide for subcontracted services? If yes, list subcontracts awarded in the Administrative Review Com	ments se	Yes □ ction.	No □
	8b. Copies of the subcontract awards are contained within the offic	ial project <b>Yes</b> □	file. <b>No</b> □	N/A □
	8c. Subcontracts contain the required language from the BSCC program and fiscal records, access to facility, access to program and fiscal records.	ogram pa	rticipants	s, Non-
	Discrimination clause, Civil Rights compliance).	Yes □	No □	N/A □

		8d. Subcontracts appear to be in compliance with conflict of interest la individuals or organizations that participated on the Executive Steering Cogrant.		
	9.	Budget Modifications 9a. Copies of project budget modifications are maintained in the official file.		
		Yes ☐ 9b. Were there any substantial modifications made that were not approved Yes ☐ No ☐	<b>No</b> □ d by the I	N/A □ BSCC?
		If yes, explain in the Administrative Review Comments section.		
	10	. <b>Fidelity Bond</b> The Grantee maintains a Fidelity Bond (applicable for non-governmental ent  Yes □ No □ N/A □	ities only)	
		eld Representative Comments for Administrative Review Section:  mber comments to correspond to the Administrative Review items.		
<u>II.</u>	CI	VIL RIGHTS REVIEW		
	No	t applicable to State-funded grants		
<u>III.</u>	FIS	SCAL 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 they are accessible by grants management staff.	to the gra	ant and <b>No</b> □
		2b. The Grantee can explain its agency's claims, payments and reimbursement they relate to this grant (i.e., agency checks and balances).	ent proces	sses as
	3.	Invoices	Yes □	No □
	٠.	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 □

	documentation for all claims on invoices, including match.	ed adeq	uate sup <b>Yes</b> □	porting <b>No</b> □
	3d. Salaries and benefits can be easily tied back to reimbursement in	voices.	Yes □	No □
	3e. The Grantee maintains supporting documentation or a calculation costs or overhead claimed (e.g., an approved Indirect Cost Rate Prop		ology for i	ndirect
	Υ	′es □	No □	N/A □
	3f. Expenditures appear to meet contract eligibility, as defined Administration Guide.	d in the	e BSCC <b>Yes</b> □	Grant <b>No</b> □
4.	<b>Tracking</b> 4a. BSCC contract funds are deposited into separate fund accounts grant funds from other fund sources.	or code	ed to disti <b>Yes</b> □	nguish <b>No</b> □
	4b. The Grantee maintains a tracking system for purchases, disbursements, related to the grant program.	includin	g receip <sup>.</sup> <b>Yes</b> □	ts and <b>No</b> □
	4c. Tracking reports are reviewed by management and/or program st	taff.	Yes □	No □
	4d. The Grantee can provide general ledgers documenting the edisbursements.	entries f	or receip <b>Yes</b> □	ts and <b>No</b> □
5.	Equipment/Fixed Assets 5a. Did the Grantee purchase or lease equipment/fixed assets with g	rant fund	ds? <b>Yes</b> □	No □
	5b. The Grantee received prior approval from BSCC for purchases of assets that were more than \$3,500 per item.	f equipm <b>′es</b> □	ent and/o	or fixed N/A □
	5c. The equipment/fixed assets were listed in the budget or in a Budg	get Modi <b>′es</b> □	fication. <b>No</b> □	N/A □
	5d. The Grantee maintains an inventory list of equipment/fixed asse funds.	ts purch <b>′es</b> □	ased witl <b>No</b> □	n grant <b>N/A</b> □
	5e. The Grantee maintains proof of receipt of equipment/fixed assets	′es □	No □	N/A □
6.	Supplanting The Grantee can verify that expenditures submitted for grant reisalaries and benefits) are not also claimed/reimbursed under another		,	cluding
	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 obligated match amount?	to meet t	he cont	ractually
8.	Project Income  Does the Grantee generate income from grant funds (e.g., fundraise	rs, registr <b>Yes</b> □	ation fee <b>No</b> □	es, etc.?) <b>N/A</b> □
9.	<b>Subcontracts</b> 9a. Does the Grantee require subcontract agencies to submit source billing invoice?	e docume <b>Yes</b> □	ntation v <b>No</b> □	vith their
	9b. What type of documentation detail does the agency keep for subbilling (to include list of positions funded, documented staff hours, client sign-in logs, time/duration of services, other invoice detail, e Review Comments section.	list of se	rvices de	elivered,
	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	<ul> <li>Audits</li> <li>10a. What type of audit report will the project submit?</li> <li>Single City/County Audit Report □</li> <li>Program Specific Audit □</li> <li>Other □</li> </ul>			
	10b. The Grantee has audit reports covering the agency's internal clast two years.	control str	ucture w <b>Yes</b> □	rithin the <b>No</b> □
	eld Representative Comments for Fiscal Review Section: mber comments to correspond to Fiscal Review items.			
IV. P	ROGRAM REVIEW			
	ote: Some of the information collected in this section will be used to fo th technical assistance, not necessarily to determine compliance.	ster discu	ıssion aı	nd assist
1.	Governing Body  1a. Does the grant require formation of some type of governing be 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-base information? Explain in the Program Review Comments section.	d?" Why?	Based o	on what
	2c. Does the Grantee have a quality assurance or fidelity monit ensure that interventions are implemented as intended?	oring prod	cess in p <b>Yes</b> □	lace to <b>No</b> □
3.	Assessments 3a. If providing direct services, how are participants assessed for ris Explain in the Program Review Comments section.	sk, need a	nd respo	nsivity?
	3b. How is that information used? Explain in the Program Review 0	Comments	s section.	
4.	Staff Training 4a. Do all project staff receive an orientation and/or training perti Yes □ No □	nent to th	e grant p	oroject?
	4b. Are there opportunities for ongoing training for staff affiliated wi	th the gra	nt? Yes □	No □
5.	Policies & Procedures 5a. Did the Grantee develop a written Policies & Procedures Maspecific to the grant project?	anual or F	Program <b>Yes</b> □	Manual <b>No</b> □
	5b. Are they accessible to staff?		Yes □	No □
6.	Case Management/Tracking 6a. Does the Grantee maintain an automated or web-based case collection system to track clients served by the grant?	managen	nent and	or data
	6b. If not, how are services and/or clients tracked?  Explain in the Program Review Comments section.	Yes □	No □	N/A □
7.	Source Documentation The Grantee maintains appropriate source documentation (e.g., cas in sheets, etc.) for the clients served.	e records <b>Yes</b> □	, case file <b>No</b> □	es, sign- <b>N/A</b> □
8.	Progress Reports 8a. Progress Reports are current.		Yes □	No □

		8b. Program records reviewed at the site visit provided sufficient detail to support in reported in Progress Reports.  Yes If no, explain in the Program Review Comments section.		No 🗆
•	9.	Problems The Grantee has experienced operational or service delivery problems.  If yes, explain in the Program Review Comments section.  Yes D	]	No □
•	10	Does the grantee have a sustainability plan to continue service delivery after grexpire?  Yes Describe in the Program Review Comments section.		funds <b>No</b> □
,	11.	.Other Requirements Reviewed  Per this site visit review, programmatic requirements specific to this grant program  met.  Yes D		being <b>No</b> □
		eld Representative Comments for the Program Review Section: umber comments to correspond to Program Review items.		
<b>/.</b>	DΑ	ATA COLLECTION AND EVALUATION		
	1.	Evaluator  Does the Grantee subcontract for its data collection and evaluation services?		
		Yes □ No □	ı	N/A □
;	2.	Yes □ No □ If yes, list name of organization and describe the relationship in the Data Colle	ctio	n and
		Yes □ No □  If yes, list name of organization and describe the relationship in the Data Collection Comments section.  Evaluation Plan  Is the Grantee on track with the activities and milestones described in its Evaluation	<i>ctio</i> ion	n and Plan?
		Yes □ No □  If yes, list name of organization and describe the relationship in the Data Collection Comments section.  Evaluation Plan  Is the Grantee on track with the activities and milestones described in its Evaluation Yes □ No □ N/A □	ctio	,

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 gra	ant requirements?	Yes □	No □	
	1b. If no, will a Compliance Improvement Plan	be submitted?	Yes □	No □	
	1c. Describe here:				
2.	<ul><li>Technical Assistance</li><li>2a. Does the Grantee have any technical assistance needs?</li></ul>			No □	
	2b. Describe here:				
Co	mpleted By:	, Field Representative			
	X				
	Corrections Planning & Grant Program Date Completed:	s Division			
Re	viewed By:	_, Deputy Director			
	x	<u></u>			
Corrections Planning & Grant Programs Division					
	Date Reviewed:				

# **Appendix N: CalVIP Project Work Plan**

CalVIP applicants shall complete a Project Work Plan (not to exceed 1 page). This Work Plan identifies measurable goals and objectives, activities, responsible parties, and a timeline. To build the CalVIP Work Plan, copy and paste the following table into a separate document. Delete these instructions. List <u>up to</u> three of the project's main goals.

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