

# Amended 2019 Youth Reinvestment Grant

# REQUEST FOR PROPOSALS (RFP) Amended RFP – see RED text on pages 1-6, 9 & 17

Eligible Applicants: Local Governmental Entities Nonprofit Organizations

Grant Period: July 1, 2020 to June 30, 2023

RFP Amended: February 13, 2020 Proposals Due: March 13, 2020

STATE OF CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS 2590 VENTURE OAKS WAY, STE 200 SACRAMENTO CA 95833 WWW.BSCC.CA.GOV



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Attachine

# CONFIDENTIALITY NOTICE

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

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# **PART I: GRANT INFORMATION**

#### **Grant Program Background**

The Youth Reinvestment Grant (YRG) program was originally established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018). As recently amended by AB1454 (Chapter 584, Statutes of 2019), the 2019 Youth Reinvestment Grant program is aimed at diverting youth who are at risk of juvenile justice involvement from initial contact with the juvenile justice system using approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate. Funds may also be used to prevent further involvement in the juvenile justice system for those youth who have already experienced initial contact. Grant funds will be used to target underserved communities with high rates of youth arrests. Applicants must be local government entities or nonprofit organizations. Local government applicants will be required to pass through 90 percent of awarded funds to nonprofit community-based organizations (interchangeably referred to in this document as Non-Governmental Organizations (NGOs)). NGOs that receive these funds must deliver services in underserved communities with high rates of youth arrests. The diversion services and alternatives to arrest, incarceration, and formal involvement with the juvenile justice system must also include one or more of the following components: educational services, including academic and vocational services; mentoring services; behavioral health services; and mental health services.

Total funding for the 2019 Youth Reinvestment Grant Program is \$<u>11,808,818</u><del>10,500,000</del> over the course of the grant term, which is July 1, 2020 through June 30, 2023.

#### **Contact Information**

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the 2019 Youth Reinvestment 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: <u>YouthReinvestmentGrant@bscc.ca.gov</u>.

The BSCC will accept and respond to questions about this RFP until <u>March 6</u>February 7, 2020. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process and the YRG application for funding will be posted on the BSCC website and updated periodically through <u>March 13</u>February 14, 2020.

#### **Bidder's Conference**

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

#### 2019 Youth Reinvestment Grant Program Bidder's Conference

The BSCC conducted bidder's conferences in Sacramento on December 12, 2019 and in Los Angeles on January 31, 2020. Information presented at these bidder's conferences is on the YRG webpage, http://www.bscc.ca.gov/s\_youthreinvestmentgrant/.

Thursday, December 12, 2019 10:00 a.m. Board of State and Community Corrections 1<sup>st</sup> Floor Board Room 2590 Venture Oaks Way Sacramento, CA 95833

If your organization plans to attend the Bidder's Conference in person, please email an RSVP by December 5, 2019 with the name of the organization and the number of individuals that will attend. This will help us in planning and preparing materials that will be needed.

Email RSVP to: <u>YouthReinvestmentGrant@bscc.ca.gov</u>

(Subject line: Youth Reinvestment Grant Program Bidder's Conference)

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

# Letter of Intent

Applicants interested in applying for 2019 YRG funds are asked, but not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

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

- 1. Name of the Applicant;
- 2. Identification of the applicant as a local governmental entity or a nonprofit organization;
- 3. Name of a contact person; and
- 4. 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.

<u>If you plan to apply for this grant, please submit your non-binding Letter of Intent as soon</u> <u>as possible</u>by **December 20, 2019** via email or U.S. mail, using one of the following submission options:

Email Responses:	YouthReinvestmentGrant@bscc.ca.gov
-	(Subject line: 2019 YRG 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: 2019 YRG Letter of Intent

If you already submitted a Letter of Intent, you do not need to submit another one even if you will be revising your proposal based on the February 13, 2020 amendments to this RFP.

#### Proposal Due Date and Submission Instructions

Applicants must submit one <u>electronic</u> copy of the original signed proposal to the BSCC by **5:00 p.m. on** <u>March 13</u>February 14, 2020.

A complete proposal package will include:

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

# If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. (PST) on <u>March 13</u>February 14, 2020 the proposal <u>will not</u> be considered.

Email the complete proposal package to: <u>YouthReinvestmentGrant@bscc.ca.gov</u>

Applicants that applied on or prior to February 13, 2020 do not have to submit new applications. However, applicants may withdraw a submitted application at any time by notifying the BSCC at the email address above. Applicants with withdrawn proposals are eligible to apply under the amended February 13, 2020 release of this RFP consistent with the eligibility criteria in this RFP.

#### **Grant Program Description**

The purpose of this grant program is to fund programs and services that will divert youth who are at risk of system involvement away from the juvenile justice system. Selected grant programs will do so by funding evidence-based, trauma-informed, culturally relevant, and developmentally appropriate diversion options at various points of entry to the juvenile justice system. While the primary goal of this grant program is to avoid initial contact with law enforcement, grant funds may also be used to avert further involvement

in the juvenile justice system for those who have already had contact. Diversion programs must incorporate at least one of the following: educational services, including academic and vocation services; mentoring services; mental health services; or behavioral health services.

## Eligible Youth

Programs funded under this grant must serve youth who are under 18 at the time of program enrollment or who are 18 or older but under continuing juvenile court jurisdiction (including youth being processed for probation violations). These funds are intended to provide services to youth who would otherwise face entry into the juvenile justice system – either for the first time or for a subsequent contact. Funds are intended to target youth who are living in underserved communities.

#### **Eligible Activities**

Applicants may implement new activities/programs or expand existing activities/ programs. Funds may be used to support various types of diversion approaches, e.g., pre-arrest diversion, community-based referral programs, restorative justice diversion, or other approaches designed to achieve desired diversion results. In addition, it is acceptable to include approaches that target one or more points of entry to the juvenile justice system. Different entry points could include school, law enforcement, probation, court, and family or self-referral. Applicants must demonstrate a clear referral plan and process that ensures participant confidentiality. Applicants must also demonstrate a commitment to avoid net-widening, i.e., enrolling youth into a diversion program if their needs could be met at an even lower level of intervention. Service providers are expected to accept calls from anyone who would otherwise call law enforcement. Applicants are encouraged to engage community-based organizations early in the process to assess what needs can best be met with the service providers available in the target area.

# Eligibility to Apply

Eligible applicants for 2019 Youth Reinvestment Grant Program awards are:

- Local Governmental Entities in California eligible agencies could include, but are not limited to, county child welfare agencies, county probation departments, county behavioral health departments, county public health departments, school districts, and county offices of education.
- Nonprofit Organizations in California defined as private, community-based organizations that are exempt from taxation pursuant to Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code, that are nongovernmental, and that do not carry out any law enforcement duties.

Each applicant may only submit one (1) proposal for funding under the 2019 Youth Reinvestment Grant. An applicant for 2019 YRG funds may also be identified as the subgrantee for another applicant but may not receive more than \$100,000 in 2019 YRG funds in their role as a subgrantee. Any nonprofit organization that is a subgrantee in more than one application may receive more than \$100,000 through only one application. In any additional applications, that subgrantee is only eligible to receive an aggregate amount of up to \$100,000 for all additional applications.

**PLEASE NOTE:** Entities that received 2018 YRG funds as either a direct applicant or a <u>Lead Public Agency passthrough entity</u> are <u>not</u> eligible to receive or be awarded funds under the 2019 YRG Program. <u>Nonprofit organizations that received more than \$100,000</u> in 2018 YRG funds as a passthrough entity are not eligible to receive or be awarded funds <u>under the 2019 YRG funds</u>. <u>This also means that aApplicants that are awarded 2019</u> YRG funds may not subcontract or passthrough funds to any entities that received <u>more than \$100,000 in 2018 YRG funds</u>. The purpose of the 2019 YRG is to award these limited funds to different grantees and to have these grantees sub-contract with different NGOs (except for those that may have received nominal 2018 YRG funding). The goal is to expand the number of applicants, service providers, and youth participants.

Nonprofit organization applicants must submit proof of nonprofit status. These applicants must demonstrate that they are registered to do business in the State of California, are active and have been in good standing status with the Secretary of State for the last six months by submitting:

- A copy of the applicant's registration and active status on the Secretary of State's database (<u>https://businesssearch.sos.ca.gov/</u>).
- A Letter of Determination from the IRS or the most recent 990 IRS form.

# Criteria for All Non-Governmental Organizations

All NGOs that receive 2019 YRG funds as direct grantees or as a pass-through from a local governmental entity must have tax exempt status per Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code. In addition, any NGO that receives 2019 YRG Grant funds (as a grantee, a subgrantee or subcontractor) must:

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

All applicants must submit Appendix B, Criteria for NGOs receiving 2019 YRG Grant funds as part of the completed RFP package to document the compliance of any NGOs identified as partners in the proposal. All grantees must submit updated Appendix Bs throughout the life of the grant agreement for any additional NGOs that may be awarded 2019 YRG 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.

#### Mandatory Pass-Through Requirements for Local Government Applicants

All 2019 YRG grantees that are local governmental entities must pass through at least 90 percent of their grant award to nonprofit organizations. Only nonprofit organizations that are community-based, non-governmental, non-law enforcement agencies may be counted as fulfilling this pass-through requirement. A few examples of entities that would NOT count toward the pass-through requirement include county probation departments, parks & recreation departments, grant management business or agencies, auditors, and evaluators.

#### **Project Funding Information**

#### **Grant Period**

Successful applicants will be funded for a three-year period commencing on July 1, 2020 and ending on June 30, 2023.

#### Funding Amount

A total of \$<u>11,808,818</u><del>10,500,000</del> in state funding is available. The minimum amount for which any single applicant may apply is \$50,000 and the maximum is \$2 million.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all three years of the grant cycle. For example, if an applicant is requesting the \$2,000,000, the budget must add up to \$2,000,000 and the budget detail must clearly illustrate the line items within which that \$2,000,000 will be spent over the three-year grant period.

# **Funding Categories and Funding Threshold**

The total available funding of \$<u>11,808,818</u><del>10,500,000</del> will be awarded within three categories. Recognizing that different applicants have different capacities, resources, and needs, these categories were established so that small and medium sized projects do not compete against larger projects. There is a maximum amount of funding set aside for each category and applicants will compete with other applicants in their category.

		Funds Allocated
Project Category	For Applicants Requesting:	to this Category
1) Small Request	Up to \$600,000 for the entire grant	<del>\$2,500,000</del>
	period	<u>\$2,808,818</u>
2) Medium Request	More than \$600,000 and up to \$1.2	<del>\$4,000,000</del>
	million for the entire grant period	\$4,500,000
3) Large Request	More than \$1.2 million and up to \$2	<del>\$4,000,000</del>
	million for the entire grant period	\$4,500,000
		\$ <del>10,500,000</del>
	Total:	<u>\$11,808,818</u>

The categories and amounts available for each are as follows:

**Note:** Applicants must receive at least 60% of the total points available to be considered for funding (see Rating Factors, page 10). If there are not sufficient qualified applicants in one category to exhaust all funds, those funds will first be used to fully fund any partially funded proposal in another category and then recommended for the highest rated proposals that were qualified applicants regardless of category.

#### Match Requirement

The 2019 Youth Reinvestment Grant Program requires that applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant has a high need coupled with low or no local infrastructure for diversion programming. Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc. At both the 25 percent and the 10 percent level, the match amount may be met through cash or in-kind contributions.

In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of 2019 YRG Program activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations, and/or individuals. Examples include leveraged or donated professional services, office supplies, equipment, and volunteer time.

In general, the value of in-kind contributions is determined by fair market value or actual value, which must be identified separately in the application budget. Projects must maintain documentation to support the claimed match on all invoices submitted to the BSCC.

Reporting of match expenditures, whether cash or in-kind, need not be made in exact proportion to the expenditure of grant funds. However, the full match contribution must be expended by the end of the grant cycle to receive all funds allocated.

Applicants are encouraged to budget only for the required match. There is no priority given to an applicant for matching more than the required percentage. An awardee who applies for a specific match percentage will be held to that figure by contract and therefore, will not be allowed to reduce their contractually obligated match amount, even if it exceeds 25 percent.

#### Supplanting

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

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

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

#### **Project Evaluation Requirements**

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

**Local Evaluation Plan** - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation 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 LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix E for a sample of evaluation plan components.

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

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants should consider partnering with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the 2019 Youth Reinvestment Grant Program monies, identified matching funds, or another source. If grants funds will be used, they must be included in the applicant's proposed budget.

# **BSCC Executive Steering Committee Process**

#### 2019 Youth Reinvestment Grant Program Executive Steering Committee

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

The 2019 Youth Reinvestment Grant ESC includes subject matter experts on community engagement, trauma-informed care, youth diversion programs, prevention and intervention programs, mental/behavioral health, and law enforcement. A list of ESC members can be found in Appendix G.

#### **Conflicts of Interest**

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

#### **Overview of the RFP Process**

#### **Confirmation of Receipt of Proposal**

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

# Disgualification – 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 <u>March 13</u>February 14, 2020.
- The Proposal Narrative does not meet the narrative formatting requirements below (see sample Formatting Tool Appendix F):
  - Arial 12-point font
  - One-inch margins on all four sides
  - 1.5-line spacing



- The Proposal Narrative exceeds 10 numbered pages in length.
- The Budget Attachment (Excel document), both tables and narrative, is incomplete or the total amount included in the budget table does not match the requested amount included elsewhere in the application.
- The Proposal Package does not contain all required sections:
  - Coversheet accurately completed
  - Checklist filled out and signed
  - o Applicant Information Form completed and signed
  - Proposal Abstract
  - Proposal Narrative
  - 2019 YRG Budget Table & Narrative Attachment (in Excel)
  - Criteria for Non-Governmental Organizations Receiving YRG Funds (Appendix B) – completed and signed
  - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix C) – completed and signed
  - Project Work Plan (1-2 pages)
- The applicant's funding request was less than \$50,000.
- The applicant's funding request was more than \$2 million.
- The nonprofit applicant did not provide proof or the proof provided is not current

   that they are registered to do business as a nonprofit in the State of California,
   are active and have been in good standing with the Secretary of State for the last
   six months by submitting:
  - A copy of the applicant's registration and active status on the Secretary of State's database (<u>https://businesssearch.sos.ca.gov/</u>).
  - A Letter of Determination from the IRS or the most recent 990 IRS form.
- The local governmental entity applicant did not indicate its intention to pass through at least 90 percent of any awarded funds to a nonprofit organization and include that amount in the Budget Attachment.

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

# **Rating Process**

Unless disqualified, proposals will advance to the Proposal Rating Process. The 2019 Youth Reinvestment Grant ESC members will read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The ESC members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and the Budget. Following the proposal rating process, the ESC will develop funding recommendations for consideration by the BSCC Board. It is anticipated that the BSCC Board will act on the PART I, Page | 10

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

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	1 - 5	35%	105
2	Project Description	1 - 5	35%	105
3	Organizational Capacity and Coordination	1 - 5	15%	45
4	Data Collection/Evaluation	1 - 5	5%	15
5	Project Budget	1 - 5	10%	30
	Maximum Possible Propo	sal Score:	100%	300

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

# Threshold/Minimum Score

An applicant must meet a threshold of <u>60</u>%, or minimum score of <u>180</u> total points, to be considered for funding.

# **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.

#### General BSCC Grant Requirements

#### Grant Agreement

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

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

#### **Governing Board Resolution**

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix D. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file before a fully executed grant agreement can be completed.

Nonprofit applicants must submit a resolution from their governing board that the individual signing the application for 2019 Youth Reinvestment Grant funding is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

#### Audit Requirements

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

The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

#### **Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined later). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grant recipients may use 2019 YRG funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include anticipated travel costs in the budget section of the proposal under the "Other" category.

#### **Funding Awards**

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

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

#### **Quarterly Progress Reports**

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

#### Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Agreement, 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 California State travel and per diem policy, unless the grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. 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(c). For additional information, please see: <u>https://oag.ca.gov/ab1887</u>.

#### 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 BSCC will not enter into contracts or provide disbursements or reimbursement to applicants that have been:

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

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

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

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

#### **Compliance Monitoring Visits**

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. 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 J.

#### Use of Effective Programs and Data-Driven Approaches<sup>1</sup>

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism while also considering participant characteristics, situations, and preferences.

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

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

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

<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

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 effectiveness of a project should include the use of both qualitative and quantitative data/information. While quantitative data/information is based on numbers and mathematical calculations, qualitative data/information is based on written or spoken narratives. The purpose of quantitative data/information is to explain, predict, and/or control events through focused collection of numerical data, while the purpose of qualitative data/information is to explain and gain insight and understanding of events through collection of narrative data/information.

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

#### Reducing Racial and Ethnic Disparity

Research shows that youth and adults of color are significantly overrepresented in the criminal justice system in California<sup>2</sup>. BSCC supports efforts to reduce racial and ethnic disparities and encourages others to do the same. The BSCC has undertaken a number of activities to ensure that California addresses this concern including trainings.

The YRG statute states that services must be located in communities (designated by zip code or neighborhood) with "high needs" and defines high needs as including racial or ethnic disparities in youth arrests that are higher than their representation in the county population. Applicants should, as relevant, describe how grant activities will impact the number of youth of color who are subject to justice system involvement.

For additional information about reducing racial and ethnic disparity (R.E.D.) applicants may contact the R.E.D. Coordinator, Field Representative Timothy Polasik, by telephone at (916) 621-2853 or by email <u>Timothy.Polasik@bscc.ca.gov.</u>

<sup>&</sup>lt;sup>2</sup> Multiple studies confirm the disparities in the criminal and juvenile justice systems. The W. Haywood Burns Institute (<u>http://www.burnsinstitute.org/</u>) has worked extensively on this issue as has the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (<u>https://cjjr.georgetown.edu/certificate-programs/reducing-racial-and-ethnic-disparities/</u>)

Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)

# Summary of Key Dates

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

Activity	Tentative Date
Release Request for Proposals Solicitation	November 14, 2019
Bidders' Conference	December 12, 2019
Letter of Intent Due to the BSCC	December 20, 2019
Grant Proposal/Application Due to the BSCC No later than 5:00 p.m. PST	<u>March 13</u> February 14, 2020
Technical Compliance Review (TCR)	<u>March 14 – 31</u> February 17-28, 2020
Proposal Rating Process and Development of Funding Recommendations	April – May, 2020
BSCC Board Meeting for Funding Approval	June 11, 2020
New YRG Grants Begin/Contract Start Date	July 1, 2020
Mandatory Grantee Orientation	To Be Determined

# PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal package for the Youth Reinvestment Grant. BSCC submittal information is contained in Part I, page 3.

- Proposal Abstract
- Proposal Narrative & Budget Attachment
  - 1. Project Need
  - 2. Project Description
  - 3. Organizational Capacity & Coordination
  - 4. Data Collection/Evaluation
  - 5. Project Budget
- Project Work Plan
- Letters of Commitment (optional)

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

#### **Proposal Abstract**

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

#### **Proposal Narrative**

Instructions: The Proposal Narrative must be submitted in Arial 12-point font with oneinch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **10 numbered pages** in length. The Proposal Narrative should address the Project Need, Project Description, Organizational Capacity & Coordination, and Data Collection/Evaluation, using each of the four section headers exactly as provided. Within each section, address the bulleted items in a concise yet comprehensive narrative format. Do not include website links.

The 10-page limit for this section <u>does not include</u> the mandatory Cover Sheet, Proposal Checklist, Applicant Information Form, Proposal Abstract, Project Work Plan, Budget Table & Narrative, or other required attachments (see Proposal Checklist).

It is up to the applicant to determine how best to use the total 10-page limit in addressing each section; however, as a guide, the percent of total point value for each section is listed within each header.

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

#### Address the following in narrative form:

Articulate a need that is pertinent to the intent of the 2019 YRG Program. The elements that comprise the Project Need section are listed below. Addressing each element does not itself merit a high rating; rather, it is the quality of the response to each element that will be evaluated. This is the case for all of the rating factors.

- Define the target population of youth to be served by these grant funds. This should include details such as gender, age, race/ethnicity, prior contact/involvement with the justice system, risk factors, and any other data that supports the need for services within the identified population.
- In consideration of the various diversion options available, describe the diversion needs of the specific target population to be served.
- Identify existing gaps in available resources, services, and/or activities within the proposed project area for the target population.

- Explain any methods that were used to conduct outreach and/or gather input from interested parties in order to determine the need presented in this proposal.
- Use quantitative and/or qualitative data, as well as other relevant supporting information, to support the identified need. High need status can be documented and supported by available statewide databases and/or other data and information sources the applicant can access and provide.
- Explain how the described project need is related to your service area's high arrest rates and, as relevant, to racial/ethnic disparities.

	Rating Criteria for Project Need (scored on a scale of 1 – 5; weighted at 35%)
1.1	The applicant identified the specific target population to be served (e.g., gender, age, race/ethnicity, prior contact/involvement with the justice system, risk factors, and/or other supporting data).
1.2	The applicant described the diversion needs of the target population selected.
1.3	The applicant identified service gaps that contribute to the need.
1.4	The applicant solicited community input in determining the need.
1.5	The applicant provided relevant qualitative and/or quantitative data with citations in support of the need.
1.6	The applicant described the project need related to high arrest rates and racial/ethnic disparity.

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

#### Address the following in narrative form:

- Describe the relationship between the proposed services/interventions to be delivered and the population of youth to be served.
- Explain the ways in which the proposed services/interventions are evidencebased or promising, trauma informed, culturally relevant, <u>and</u> developmentally appropriate for the target population and the community.
- Considering your proposed service area and target population, identify how and where diversion services will be delivered. Estimate the number of youth to be provided services under this grant.
- Explain how the proposed project will reduce the number of youth who are involved in the justice system.
- Describe your plan and process for how youth will be referred under the proposed project, including information about who can refer youth to the program

and at what point along the justice system continuum (e.g., pre-arrest, before filing a petition, etc.) youth may be referred.

- Articulate the proposed process for identifying the specific needs of referred youth and then meeting those needs.
- Explain how service providers will ensure that only appropriate youth will be provided diversion services under this grant. This must include an adequate description of how youth will be selected or chosen for participation in the program. Describe any steps that will be taken to ensure youth who could be served with a less restrictive, less punitive option will be, i.e., that no net-widening will occur, and that only youth who would otherwise be going into the system or will penetrate deeper into the system will be provided services.
- Describe how a participant's non-compliance will be defined and addressed.
- Complete the Work Plan using the template provided in the proposal package at the end of the RFP to identify the project's top three goals and objectives.
  - Describe the relationship of the project's goals and objectives to the need and intent of the grant.
  - Identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.

	Rating Criteria for Project Description (scored on a scale of 1 – 5; weighted at 35%)
2.1	The applicant described the proposed services/interventions of the project in relation to the target population.
2.2	The applicant described the extent to which the services are evidence-based or promising, trauma informed, culturally relevant, and developmentally appropriate for the target population and the community.
2.3	The applicant described how and where the services will be delivered and an estimated number of youth to be served.
2.4	The applicant described how the proposed project will reduce the number of young people in the justice system.
2.5	The applicant described the project's referral process, identified who will refer and at what point in the justice system the youth will be diverted.
2.6	The applicant described how the needs of referred youth will be determined and met.
2.7	The applicant described how it will ensure that only appropriate youth will be provided diversion services and that any youth who could be handled with a less restrictive, less punitive option will be, i.e., that no net-widening will occur.
2.8	The applicant described how a participant's non-compliance with project requirements will be addressed.
2.9	The applicant has completed a Project Work Plan that is appropriate to the proposed project.

# 3. Organizational Capacity & Collaboration (Percent of Total Value: 15%)

#### Address the following in narrative form:

- Recognizing there are different types of applicants, describe the applicant agency's experience, staffing and/or partnerships that will ensure effective implementation of the proposed project. If applicable, identify the process and criteria that will be used for selecting program partners during project implementation.
- Identify the role of community-based service providers in your project. Describe the experience and expertise of identified service providers with serving at-risk youth populations.
- Explain the approach that will be used for partnering or integrating with formal justice system agencies as needed to ensure the effectiveness of the proposed project.

	Rating Criteria for Organizational Capacity and Coordination (scored on a scale of $1 - 5$ ; weighted at 15%)
3.1	The applicant has described its experience, staffing and/or partnerships to implement the proposed project. If partners are to be selected after the grant is awarded, then specify the process for selecting those partners.
3.2	The applicant described how those providing services to youth will be involved in the project and demonstrated their experience with serving at-risk youth populations.
3.3	The applicant described how the proposed project will coordinate with formal justice system agencies as necessary to implement the project.

# 4. Data Collection/Evaluation (Percent of Total Value: 5%)

#### Address the following in narrative form:

- Describe the plan, or steps taken, to ensure that program data are collected, maintained, reported, and used as a management tool for program decision making.
- Confirm an ongoing commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress report).
- Define a plan for working with the BSCC's appointed Evaluator to acquire data from internal and external agencies, as applicable, to assess/evaluate the YRG program.

	Rating Criteria for Data Collection/Evaluation (scored on a scale of 1 – 5; weighted at 5%)
4.1	The applicant described a plan to ensure that project data are collected, maintained, reported, and used as a management tool for project decision making.
4.2	The applicant demonstrated a commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress report).
4.3	The applicant identified a plan to work with the BSCC's appointed Evaluator to acquire data from internal and/or external agencies to assess/evaluate the grant-funded project.

# 5. Project Budget (Percent of Total Value: 10%)

As part of the application process, applicants are required to submit the 2019 YRG RFP Budget Attachment (Budget Attachment), which can be accessed via the link on the next page. The Budget Attachment does not count toward the 10 pages allowed for the Proposal Narrative. Upon submission, the Budget Attachment will become "Section 5: Project Budget," making up part of the official proposal package. The Budget Attachment, which includes a budget table and narrative will be rated based on the criteria listed below. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment and are encouraged to double check all entries.

All project costs must be directly related to the objectives and activities of the proposed project. The Budget Attachment covers the entire three-year grant term. For example, if you are requesting \$1 million, the budget table must total to \$1 million and the corresponding narrative must explain how that \$1 million would be spent over the three-year term of the grant.

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

Rating Criteria for Project Budget (scored on a scale of 1 – 5; weighted at 10%)				
5.1	The applicant has submitted a Budget Table that is appropriate to the proposed project.			
5.2	The applicant has provided budget narrative that relates the expenses to the proposed project and is all inclusive as to the services provided to the target population.			

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

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

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

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

#### **Request for Proposals Additional Documents**

#### Letters of Commitment (Optional)

The **only** additional documents that will be accepted are Letters of Commitment. Letters of Commitment should express, not only support for the proposed project, but also the author's specific commitment toward ensuring the overall success of the project. There is no specific format for these Letters but each must be on the committing partner's organization letterhead.

Any additional documents that are submitted with the proposal will not be forwarded to the ESC for rating. Only Letters of Commitment will be considered as part of the proposal.

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#### APPENDIX A

#### **Glossary of Terms – 2019 Youth Reinvestment Grant**

#### Diversion

Youth diversion is broadly defined as an approach that promotes positive youth development by relying on responses that prevent a young person's involvement or further involvement in the justice system. Diversion programs, which may follow a variety of different models, aim to divert youth from justice system engagement at the earliest possible point. Departments or agencies that may refer youth to diversion programs include, but are not limited to, schools, service organizations, law enforcement, probation, or prosecutors.

#### Trauma-Informed

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

#### Cultural Relevance

Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives YRG funds must utilize programs, practices, and approaches that embed cultural relevancy.

#### **Developmentally Appropriate**

A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

#### **Community Based Organization (CBO)**

A CBO is a nongovernmental organization that provides services to a community consisting of individuals, groups or other organizations that constitute the local or community service population. In the context of the Youth Reinvestment Grant, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services to youth and families that are at risk of involvement or already involved with the juvenile justice system. Consistent with the requirements of the 2019 YRG governing statutes, <u>all</u> CBOs that receive 2019 YRG funds directly or indirectly must be nonprofit organizations with tax exempt status that are nongovernmental and do not carry out any law enforcement duties. In this Request for Proposals, CBOs and nonprofit organizations are referred to as NGOs or Non-Governmental Organizations.

#### Service Need Determination

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

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

# Local Evaluation Plan and Local Evaluation Report<sup>3</sup>

The purpose of the Local Evaluation Plan and the Local Evaluation Report 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 could include:

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

# Goal versus Objective

Goals and objectives are necessary components of the Local Evaluation Plan and the Project Work Plan. These common terms are sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program<sup>4</sup>.

Examples of goal statements<sup>5</sup>:

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

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:<sup>6</sup>

1) Direction – the expected change or accomplishment (e.g., improve, maintain);

<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 http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf.

<sup>&</sup>lt;sup>4</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/pubs/juv-justice/program-evaluation.pdf">http://www.jrsa.org/pubs/juv-justice/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.grsa.org/pubs/juv-justice/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.grsa.org/pubs/juv-justice/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>&</sup>lt;sup>5</sup> Id. at p. 4.

<sup>&</sup>lt;sup>6</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/pubs/juv-justice/program-evaluation.pdf">http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf</a>.

- 2) Timeframe when the objective will be achieved; and
- 3) Target Population who is affected by the objective.

Examples of program objectives:<sup>7</sup>

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

#### 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>8</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>9</sup>; Cullen and Gendreau, 2000<sup>10</sup>; Lipsey 1999<sup>11</sup>), several "principles of effective intervention" have been identified. These principles can be briefly categorized as the following:

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

<sup>7</sup> Id.

<sup>&</sup>lt;sup>8</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>9</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>10</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>11</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.

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

#### (Page 1 of 2)

The 2019 Youth Reinvestment Grant Program 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 YRG funds. The RFP describes these requirements as follows:

All NGOs that receive 2019 YRG funds as direct grantees or as sub-grantees of a local governmental entity must have tax exempt status per Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code. In addition, any NGO that receives 2019 YRG Grant funds (as a grantee, a subgrantee or subcontractor) must:

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

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 🗆

Grantees are required to update this list and submit it to the BSCC any time a new thirdparty 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 Youth Reinvestment Grant 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.

ent.) ELEPHONE
ELEPHONE

#### APPENDIX C Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board <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.

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 <u>and signing below</u>, applicant affirms that:

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

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

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

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

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

# APPENDIX D SAMPLE: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must <u>either</u> (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement <u>or</u> (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Nonprofit applicants must submit a resolution from their governing board that the individual signing the application for 2019 Youth Reinvestment Grant funding is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the *(insert name of Applicant Agency)* desires to participate in the 2019 Youth Reinvestment Grant Program 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:	
Signature:	Date:
Typed Name and Title:	
ATTEST: Signature:	Date:
Typed Name and Title:	

## APPENDIX E SAMPLE: Local Evaluation Plan Components

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

1. What are the Project Goals?

2. What are the corresponding Project Objectives?

3. Define the targeted youth (for example: gender, age, risk factors, prior involvement with the juvenile justice system (if applicable), etc.

4. Describe the process for determining which interventions(s) and/or services a participant needs and will receive.

5. How does the project plan to document the services within the intervention(s) and/or services provided to each participant?

6. What is the estimated number of participants receiving the different intervention(s) and/or services being provided by the project?

7. How does the project plan to track the participants in terms of their progress in the project (for example start dates, attendance logs, dropouts, successful completions, progress milestones, etc.)?

8. Describe the project-oversight structure and overall decision-making process for the project.

9. How does the project anticipate ensuring project components are being monitored, determined effective, and adjusted as necessary?

10. Describe the project's plan for documenting activities performed by staff and contracted providers, if applicable.

11. What outcome variables/measures will be tracked and how will the project track/record these?

12. Detail the criteria for determining participant success/failure in the project.

13. Identify the method of determining if the project achieved the goals provided above.

14. How does the project plan to document the cost per participant?

## APPENDIX F Proposal Formatting Tool

Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length. Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed 10 pages in length.

# APPENDIX G 2019 Youth Reinvestment Grant Executive Steering Committee

	Name	Title	Organization
1	David Steinhart (Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Arthur Bowie	Retired	Sacramento County Public Defender's Office
3	Beverly Brook	Chaplain	Santa Cruz County Juvenile Detention Center
4	Michelle Scray Brown	Chief Probation Officer	San Bernardino County
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
7	Josh Green	Director of Criminal Justice Programs	Urban Peace Institute
8	Donna Groman	Judge	Los Angeles County Superior Court
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Gerry Lopez	Managing Deputy District Attorney	Riverside County District Attorney's Office, Crime Prevention Unit
11	Christina Maricic	California Youth Representative	Self-employed
12	Meghan Medlin	Owner/Consultant	Medlin Workforce & Reentry Solutions
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Brook Smith	Associate Director	The Children's Initiative
15	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund – California
16	Paul Watson	President/CEO	The Global Action Research Center
		•	

	APF	PENDIX H: Sample Gr	ant Agree	ment		
STANDARD AGRE	EEMENT	AGREEMENT NUMBE	R F	URCHASING AUTHO	RIITY NUM	IBER (If Applicable)
STD 213 (Rev 03/2019)		BSCC XXX-20				
1. This Agreement	is entered into between th	e Contracting Agency and t	the Contract	or named below:		
CONTRACTING AGEN						
BOARD OF STAT	E AND COMMUNITY CO	RRECTIONS				
CONTRACTOR NAME						
GRANTEE NAME						
2. The term of this	s Agreement is:					
START DATE						
JULY 1, 2020						
THROUGH END DA SEPTEMBER 30,						
	nount of this Agreement is	e:				
	nount of this Agreement is	5.				
\$000,000.00		and conditions of the follow	uing ashihite	attachmanta an	d	liese which eve
	e to comply with the terms made a part of the Agree	s and conditions of the follow	wing exhibits	s, attachments, an	d append	lices which are
EXHIBITS		TITLE				PAGES
	Scope of Work	IIIEE				3
	Budget Detail and Paymen	t Provisions		)		4
	General Terms and Condit					4
Exhibit D S	pecial Terms and Conditi	ons				5
Attachment 1* Y	outh Reinvestment Grant	(YRG) Program Request for	or Proposals			*
Attachment 2 Y	YRG Application for Funding xx			ХХ		
Appendix A YRG Program Executive Steering Committee			1			
	Appendix B         Criteria for Non-Governmental Organizations Receiving YRG Program Funds         2					
* This item is hereby incorporated by reference and can be viewed at: <u>http://www.bscc.ca.gov/s_youthreinvestmentgrant</u>						
IN WITNESS WHE	EREOF, THIS AGREEME	NT HAS BEEN EXECUTED	O BY THE P.	ARTIES HERETC	).	
		CONTRACTOR				
CONTRACTOR NAME	(if other than an individual, state	e whether a corporation, partnershi	ip, etc.)			
GRANTEE NAME						
CONTRACTOR BUS	SINESS ADDRESS		CITY		STATE	ZIP
PRINTED NAME OF	PERSON SIGNING		TITLE			
CONTRACTOR AUT	HORIZED SIGNATURE		DATE SIGN	IED		
Ľ						
		STATE OF CALIFOR	ΝΙΔ			
CONTRACTING AG	ENCY NAME					
		RRECTIONS				
			ZIP			
2590 Venture Oaks			Sacramen	to	CA	95833
PRINTED NAME OF PERSON SIGNING TITLE			-			
RICARDO GOODRIDGE Deputy Director						
CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED						
Ŕ						
	MENT OF GENERAL SERVICE	ES APPROVAL: EXEMPT PER S	CM. VOLUME	I. CH. 4.06		
				.,		

## EXHIBIT A SAMPLE - SCOPE OF WORK

## 1. GRANT AGREEMENT – 2019 YOUTH REINVESTMENT GRANT PROGRAM

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

## 2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here....

B. Grantee agrees to administer the project in accordance with Attachment 1: YRG Program Request for Proposals (incorporated by reference) and Attachment 2: YRG Application for Funding, which are attached and hereto made part of this agreement.

## **3. PROJECT OFFICIALS**

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

Authorized Officer with legal authority to sign:

Name: Title: Address: Phone:

## **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.

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#### EXHIBIT A SAMPLE - SCOPE OF WORK

# 4. DATA COLLECTION

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

# 5. REPORTING REQUIREMENTS

# A. Quarterly Progress Reports

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

## Progress Reporting Periods

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

Due no later than: November 16, 2020 February 15, 2021 May 17, 2021 August 16, 2021 November 15, 2021 February 14, 2022 May 16, 2022 August 15, 2022 November 14, 2022 February 14, 2023 May 15, 2023 August 14, 2023

Due no later than: October 30, 2020 September 30, 2023

C. Other

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

## 6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

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

#### EXHIBIT A SAMPLE - SCOPE OF WORK

awards, applications, approved modifications, financial records, and narrative reports.

- B. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or parttime. Time and effort reports are also required for all subcontractors and consultants.
- C. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- D. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- E. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

## 7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the 2019 Youth Reinvestment Grant Program Executive Steering Committee (ESC) from receiving funds awarded under the 2019 Youth Reinvestment Grant RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the 2019 Youth Reinvestment Grant ESC membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the 2019 Youth Reinvestment Grant Program ESC.
- B. In cases of an actual conflict of interest with an ESC member, the BSCC may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

#### **EXHIBIT B**

#### **SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. STATEMENTS OF EXPENDITURES AND PAYMENTS

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

Grant Cycle Quarterly Invoicing Periods

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

13. July 1, 2023 to September 30, 2023

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

Due No Later Than:

Due No Later Than: November 14, 2023

B. If, at any time, the BSCC determines that the advance payment schedule set forth in Paragraph 1(A) is no longer appropriate for the administration of the grant

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## EXHIBIT B

## SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

program, the BSCC may require Grantee to receive reimbursement in arrears upon 30-day notice to Grantee.

- C. All grant project expenditures and all obligated match contributions must be incurred by the end of the grant project cycle, June 30, 2023, and included on the final statement of expenditures due August 14, 2023. Project costs/match contributions incurred after June 30, 2023 will not be reimbursed/eligible for contribution.
- A. The Final Local Evaluation Report is due to the BSCC by September 30, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Final Local Evaluation Report Invoicing Period (invoice 13). All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on November 14, 2023.
- B. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- C. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the end of the grant agreement.

## 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget 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 Youth Reinvestment Grant Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018). 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 Youth Reinvestment Grant Program funding is reduced or falls below estimates contained within the Youth Reinvestment Grant Program Request for Proposals, the

#### EXHIBIT B

## SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

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. The grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during the term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <a href="http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf">http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf</a>
- 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 statements of expenditures submitted to the BSCC document actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grant or suspension of future program funding through BSCC grants.
- F. Grantee may not use any other BSCC grant funds or BSCC grant funded personnel or supplies to satisfy the match requirement of this grant program.

#### **EXHIBIT B**

## SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

## 5. PROMPT PAYMENT CLAUSE

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

# 6. WITHHOLDING OF GRANT DISBURSEMENTS

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

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

## 7. PROJECT BUDGET

## EXHIBIT C

#### SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

- **1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- **3. ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written agreement.
- 4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §§10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- **9. RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication

#### EXHIBIT C

#### SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

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

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

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

- **11.CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- **12. TIMELINESS**: Time is of the essence in this Agreement.
- **13. COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- **14.GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- **15. ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:

#### EXHIBIT C

#### SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

- "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- **16.CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **17.UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### EXHIBIT C

#### SAMPLE - GENERAL TERMS AND CONDITIONS (04/2017)

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

## 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344 (e).)

## EXHIBIT D

## SAMPLE - SPECIAL TERMS AND CONDITIONS

## 1. GRANTEE'S GENERAL RESPONSIBILITY

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2019 YRG Program Request for Proposals and Attachment 2: 2019 YRG Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

## 2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2019 YRG Program Request for Proposal and Attachment 2: 2019 YRG 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.

## EXHIBIT D

## SAMPLE - SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the 2019 Youth Reinvestment Grant Program RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained 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 local evaluation report 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 APPENDICES, Page | 49

#### EXHIBIT D

## SAMPLE - SPECIAL TERMS AND CONDITIONS

of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

## 7. MODIFICATIONS

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

## 8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial 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;

#### EXHIBIT D

#### SAMPLE - SPECIAL TERMS AND CONDITIONS

- refusal or inability to complete the grant project in a manner consistent with Attachment 1: YRG Program Request for Proposals, Attachment 2: YRG Application for Funding, or approved modifications;
- 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

## 9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- 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 APPENDICES, Page | 51

#### EXHIBIT D

#### SAMPLE - SPECIAL TERMS AND CONDITIONS

the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

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

## **10. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code sections 16645 through 16649 to this Grant Agreement and agrees to the following:

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

## 11.WAIVER

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

# APPENDIX A

# SAMPLE – 2019 YRG Program Executive Steering Committee Roster

	Name	Title	Organization
1	David Steinhart (Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Arthur Bowie	Retired	Sacramento County Public Defender's Office
3	Beverly Brook	Chaplain	Santa Cruz County Juvenile Detention Center
4	Michelle Scray Brown	Chief Probation Officer	San Bernardino County
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
7	Josh Green	Director of Criminal Justice Programs	Urban Peace Institute
8	Donna Groman	Judge	Los Angeles County Superior Court
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Gerry Lopez	Managing Deputy District Attorney	Riverside County District Attorney's Office, Crime Prevention Unit
11	Christina Maricic	California Youth Representative	Self-employed
12	Meghan Medlin	Owner/Consultant	Medlin Workforce & Reentry Solutions
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Brook Smith	Associate Director	The Children's Initiative
15	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund – California
16	Paul Watson	President/CEO	The Global Action Research Center

#### APPENDIX B

#### SAMPLE - Criteria for Non-Governmental Organizations Receiving YRG Funds

The 2019 Youth Reinvestment Grant Program 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 YRG funds. The RFP describes these requirements as follows:

All NGOs that receive 2019 YRG funds as direct grantees or as sub-grantees of a local governmental entity must have tax exempt status per Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code. In addition, any NGO that receives 2019 YRG Grant funds (as a grantee, a subgrantee or subcontractor) must:

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

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

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 🗆

#### APPENDIX B

#### SAMPLE - Criteria for Non-Governmental Organizations Receiving YRG Funds

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 2019 YRG RFP. These records will be subject to the records and retention language found in Exhibits A and D 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.

n who is authorized to si	gn the Grant Agreement.)	
TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
CITY	STATE ZIP COD	E
	DATE	
<u> </u>		
	TITLE	CITY STATE ZIP COD

# APPENDIX I SAMPLE: 2019 Youth Reinvestment Grant Progress Report

Grantee:	BSCC Grant Award Number:
Project Title:	Date:
Prepared by:	Phone:
Title:	Email:

Year 1 Reporting Quarters				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	
July 1-September 30, 2020	October 1-December 31, 2020	January 1-March 31, 2021	April 1-June 30, 2021	
Due: November 16, 2020	Due: February 15, 2021	Due: May 17, 2021	Due: August 16, 2021	

## **SECTION 1: General Project Overview**

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

# 1. Expenditure Status

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

a. Youth Reinvestment Grant Award Amount	\$	
b. Amount Invoiced-to-Date (Sum of Quarterly Invoices)	\$	
c. Percent of Award Invoiced to Date (Amount above ÷ Award Amount)		%
d. In relation to the overall grant budget, are state Youth Reinvestment Grant funds being expended as planned and on schedule?	🗆 Yes 🗆 No	

If not, please explain why, and describe what expenditure plan(s) exist for the grant period.

# 2. Overall Progress & Accomplishments

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

# 3. Overall Challenges

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

# 4. Program Highlight

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

## **SECTION 2: County Identified Goals & Objectives**

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

to the report period.	
GOAL 1:	
Objective 1a.	
Objective 1b.	
Objective 1c.	
1. Describe progress towards the stated goal and objectives during the reporting period.	
2. Describe any challenges towards the stated goal and objectives during the reporting period.	
3. If applicable, what steps were implemented to address challenges?	
GOAL 2:	
Objective 1a.	
Objective 1b.	
Objective 1c.	
1. Describe progress towards the stated goal and objectives during the reporting period.	
4. Describe any challenges towards the stated goal and objectives during the reporting period.	
5. If applicable, what steps were implemented to address challenges?	
5	APPENDICES, Page   58

## **County Identified Goals & Objectives (cont.)**

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

# **SECTION 3: Statewide Evaluation Reporting**

This section is for reporting out quarterly information that will inform the statewide YRG evaluation.

## 1. Project Inputs & Implementation

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

a. Partne	erships. Form	al relationships	between agencie	s, school	ls, and/or community organizations to support program goals.					
Not started	☐ Planning	U Working on it	Complete/ Established	□ N/A	Briefly describe:					
b. Staffin	<b>b. Staffing and/or Volunteers.</b> Hiring/securing people for positions needed to complete programming.									
Not started	□ Planning	U Working on it	Complete/ Established	□ N/A	Briefly describe:					
c. Trainir	ng. Training pro	vided to staff, la	aw enforcement, o	communi	ty members, etc. to support program goals.					
Not started	☐ Planning	U Working on it	Complete/ Established	□ N/A	Briefly describe:					
	fication, Oun	treach, & E	nrollment Pro	ocess.	Process for identifying, conducting outreach, and enrolling youth					
Not started	Planning	U Working on it	Complete/ Established	N/A	Briefly describe:					
e. Evider	nce-based P	rogrammin	g. Intervention ba	ased on s	trategies known to achieve positive youth outcomes.					
Not started	☐ Planning	U Working on it	Complete/ Established	□ N/A	Briefly describe:					
f. Data C	ollection/Ev	valuation. S	ystematic and one	going dat	a collection to measure participation and evaluation measures.					
Not started	☐ Planning	Working on it	Complete/ Established	□ N/A	Briefly describe:					
-	y Assurance ased model(s).	• Methods in p	lace to ensure pro	ograms/s	ervices are being delivered as intended, and with fidelity to					
Not started	☐ Planning	U Working on it	Complete/ Established	□ N/A	Briefly describe:					
Planning Phase	Not Started = Have not yet been able to focus on program activity Planning Phase = Have started preparations and plans to begin implementing activity N/A = Does not apply to your program in particular Working on It = Implementation has begun, but may not be fully implemented and/or will need refinement Complete/Established = Program activity is fully in place/completed and supporting project goals									

# 2. Description of Program Activities

In this section we ask you to identify the specific program type and general program activities that most closely align with your project. We also ask you to tell us how you define when a participant has successfully completed your program. Many projects will report this information once, though they will have the opportunity to update this information as necessary throughout the grant period.

a. Program Type/Point of Entry	□Pre-arrest Diversion	Probation Diversion
(Select all that apply)	□Community-Led Diversion	Police Diversion
	□Court Diversion	Restorative Justice Diversion
	□Community Assessment Diversion	Service Referral Diversion
	□ Other (describe):	
b. Risk /Needs Assessments Used	Do you formally assess the youth ent	ering your program? 🛛 Yes 🗆 No
Describe assessment(s) used for identifying a youth's level of risk and/or their needs	If yes, describe assessment tool; If no, de determined/placement process.	escribe how youth needs are

#### c. Youth Program Activities:

Please select the activities that are elements of your program below (check all that apply)

□ Ongoing assessment of risk/needs	Ongoing individual/family support
□ Referral/linkages to mental health services	Referral/linkages to other services
	Educational Support
□ Vocational training/placement	□ Pro-social activities
□ Group/individual counseling	Facilitate restorative justice inquiries
Establish mediations w/ victims	Support restitution/community service
□ Other (describe):	□ Other (describe):

**d. How do you define "success" for youth in terms of these program activities?** Describe the measurable milestone of success for these activities, and/or a youth 'graduates' from the program. For example, a length of time or # of completed sessions participating in program activities. Note this definition will be your criteria for reporting

those use who "successfully exited" the program.

# 3. Youth Participant Quarterly Totals.

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

## a. YOUTH REFERRALS, CONTACTS, and ENROLLMENT

Record the number of youth first entering the program during the reporting period. Youth should only be recorded once, in the quarter they first enroll.

	Q1	Q2	Q3	Q4	Total
Total # of Youth that were:					
i. Referred to Program					
ii. Contacted by Program					
iii. Enrolled in Program					
Points of Entry (enrolled subtotal)					
Pre-arrest Diversion					
Probation Diversion					
Community-led Diversion					
Police Diversion					
Court Diversion					
Restorative Justice Diversion					
Community Diversion					
Service Referral Diversion					
Other:					

#### **b. YOUTH PARTICIPATING**

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

<u></u>	Q1	Q2	Q3	Q4
Ongoing assessment of risk/needs				
Ongoing individual/family support				
Referral/linkages to mental health				
services				
Referral/linkages to other services				
Mentoring				
Educational support				
Vocational training/placement				
Pro-social activities				
Group/individual counseling				
Facilitate restorative justice inquiries				
Establish mediations w/ victims				
Support restitution/community service				
Other (describe):				
Other (describe):				

## c. YOUTH EXITED

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

Q1	Q2	Q3	Q4	Total
	Q1	Q1 Q2	Q1 Q2 Q3	Q1         Q2         Q3         Q4

# 4. Youth Demographics.

Record the demographics of youth entering and exiting the program during the reporting period. The total number of Youth Entering Program this Quarter in the demographic tables below should equal the total provided in 3aii above (Total # of Youth Enrolled in Program). Similarly, the total number of Youth Successfully Exiting this Quarter in the demographic tables below should equal 3cii above (Reason for youth exit: Successful Completion).

a. Age Groups	Youth Entering Program This Quarter	Youth Successfully Exiting This Quarter
12 years or younger		
13-17 years		
18-24 years		
25 years or older		
Unknown		
TOTAL		
<b>b. Gender</b> Female		
Female		
Female Male		
Female Male Non-binary/3rd Gender		
Female Male Non-binary/3rd Gender Prefer to Self-Define		

c. Race/Ethnicity	Youth Entering Program	Youth Successfully Exiting
American Indian/Alaska		
Native		
Asian (Total)		
Chinese		
Japanese		
Filipino		
Korean		
Vietnamese		
Asian Indian		
Laotian		V .
Cambodian		
Other		
Black or African American		
Hispanic, Latino, or Spanish		
Middle Eastern/North		
African		
Native Hawaiian/Pacific		
Islander (Total)	X	
Native Hawaiian		
Guamanian		
Samoan		
Other		
White		
Other identified ethnic		
origin, ethnicity, or race		
Decline to state		
Multi-ethnic origin, ethnicity	U ·	
or race TOTAL		

The following demographic information is optional.	Youth Entering Program	Youth Successfully Exiting
e. Employment	Flogram	LAITING
Full-time		
Part-time		
Unemployed		
Other:		
TOTAL		
f. Housing Status		
Living with parents		
Living independently		
Living with relatives		
Living in out-of-home care		
through Child Welfare or		
Probation		
Homeless		
Other:		
TOTAL		
g. Assessed Risk Status*		
Low		
Medium		
High		
Not Assessed		
TOTAL		
ptice		

# 5. Youth Outcomes

Enter the total number of youth demonstrating positive outcomes. Note that individual youth should only be reported once (per row), during the entire grant. Consequently, grantees may choose to only report outcomes at the end of the grant year or when a youth exits the program. This allows for tracking of the total number of youth with positive outcomes. Youth may be reported in multiple outcomes (e.g., a youth may have successful case management outcomes, youth development outcomes, and employment outcomes.)

a. Short-Term Outcomes	Q1	Q2	Q3	Q4	Total
# at-risk youth in community participating					
in programs					
# of participants with successful case					
management outcomes					
# of participants with positive youth					
development outcomes					
# of participants with successful					
restorative justice outcomes					
Other:					
b. Intermediate Outcomes	Q1	Q2	Q3	Q4	Total
# of youth in active treatment for mental					
health or substance abuse					
# of families receiving services and/or					
housed					
# of youth employed and/or pursuing					
school					
# of youth without contact with the					
criminal justice system	<u> </u>				
Other:					
Pito					

APPENDIX J SAMPLE: BSCC Comprehensive Monitoring Visit Tool

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

Grantee:

Award Year:  $1 \square 2 \square 3 \square 4 \square$  (as applicable)

Grant Program:

Federal Funds: 
State Funds:

**Contract Number:** 

**Project Title:** 

**Project Director:** 

**Project Director Phone:** 

Financial Officer Phone:

**Financial Officer E-mail:** 

Grant Amount:

**Financial Officer** 

Date of Visit:

**Project Director E-Mail:** 

Field Representative:

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

Project Sites Visited (Name, Address):

**Project Summary:** 

## I. ADMINISTRATIVE REVIEW

#### **1. Executed Agreement**

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

#### 2. BSCC Grant Administration Guide

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

#### 3. Organizational Chart

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

#### 4. Duty Statements

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

#### 5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant. Note: Estimates and/or percentages are not acceptable.

 

 Yes
 No

 5b. The Grantee maintains functional timesheets or conducts time studies for splitfunded positions. Note: Estimates and/or percentages are not acceptable. Yes

No □ N/A □

#### 6. Staff Positions

All authorized positions are filled and performing grant-related duties.

Yes 🗆 No 🗆

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

#### 7. Anticipated Changes

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

## 8. Subcontracts

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

8b. Copies of the subcontract awards are contained within the official project file.

Yes 🗆 No 🗆 N/A 🗆

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). Yes D N/A D

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

# 9. Budget Modifications

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

 Yes □
 No □
 N/A □

 9b. Were there any substantial modifications made that were not approved by the BSCC?
 Yes □
 No □

# If yes, explain in the Administrative Review Comments section.

## **10. Fidelity Bond**

The Grantee maintains a Fidelity Bond	(applicable for no	n-governmer	ntal entitie	es only).
		Yes 🗆	No 🗆	N/A □

Field Representative Comments for Administrative Review Section: Number comments to correspond to the Administrative Review items.

# **II. CIVIL RIGHTS REVIEW**

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

# 1. Equal Employment Opportunity Plan

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

Yes 🗆 No 🗆

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

# 2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)? Yes I No I N/A I

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

# 3. Notification to Program Participants

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

## 4. Notification to Employees

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

## Explain in Civil Rights Review Comments section.

## 5. Complaints

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

Yes D No D N/A D

## 6. Discrimination on the Basis of Disability

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

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

Yes 🗆 No 🗆 N/A 🗆

6b. Designated a person to coordinate compliance with prohibitions against disability discrimination? Yes I No I N/A I

6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability? Yes  $\Box$  No  $\Box$  N/A  $\Box$ 

## 7. Discrimination on the Basis of Sex

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

7a. Adopted grievance procedures that provide for the prompt and equitable resolution<br/>of complaints alleging a violation of the DOJ regulations which prohibit discrimination<br/>on the basis of sex?Yes  $\Box$  No  $\Box$  N/A  $\Box$ 

7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination? Yes  $\Box$  No  $\Box$  N/A  $\Box$  7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities? Yes Ves No N/A

## 8. Findings

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

Yes 🛛 No 🗆 N/A 🗆

## 9. Limited English Proficiency

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

## 10. Training

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

#### **11. Religious Activities**

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

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

Yes 🗆 No 🗆 N/A 🗆

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

Yes 🗆 No 🗆 N/A 🗆

11c. Ensure participation in religious activities is voluntary for beneficiaries of<br/>federally-funded programs?Yes  $\Box$ No  $\Box$ N/A  $\Box$ 

## Field Representative Comments for Civil Rights Review Section: Number comments to correspond to the Civil Rights Review items.

## III. FISCAL REVIEW

#### 1. Budget File

The Grantee maintains an official budget file for the project.

Yes 🗆 No 🗆

2a. The Grantee maintains written procedures for the fiscal policies relation	ated to th	e grant
and they are accessible by grants management staff.	Yes □	No 🗆
2b. The Grantee can explain its agency's claims, payments and processes as they relate to this grant (i.e., agency checks and balance		sement
	Yes 🗆	No 🗆
<b>Invoices</b> 3a. Financial invoices are current and spending is on track.	Yes □	No 🗆
3b. Copies of the BSCC invoices for reimbursement are within the off	icial file.	
	Yes 🗆	No 🗆
3c. The fiscal/accounting records reviewed during the visit conta supporting documentation for all claims on invoices, including match.	ained ad	equate
	Yes □	No 🗆
3d. Salaries and benefits can be easily tied back to reimbursement in	voices.	
	Yes □	No 🗆
3e. The Grantee maintains supporting documentation or a calculation for indirect costs or overhead claimed (e.g., an approved Indirect Cost Yes		
3f. Expenditures appear to meet contract eligibility, as defined in the Administration Guide.	ne BSCC <b>Yes</b> 🗆	Grant <b>No</b> □
Tracking		
4a. BSCC contract funds are deposited into separate fund accound distinguish grant funds from other fund sources.	nts or co Yes □	ded to No □
4b. The Grantee maintains a tracking system for purchases, includi disbursements, related to the grant program.	ng receip <b>Yes</b> □	ots and <b>No</b> □
4c. Tracking reports are reviewed by management and/or program st	aff. <b>Yes ⊡</b>	No 🗆
4d. The Grantee can provide general ledgers documenting the entries	for receip	ots and

# 5. Equipment/Fixed Assets

disbursements.

2. Fiscal Policies and Procedures

3.

4.

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds?

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

Yes 🗆

No 🗆

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

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

5e. The Grantee maintains proof of receipt of equipment/fixed assets.

# Yes 🗆 No 🗆 N/A 🗆

# 6. Supplanting

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

# 7. Match

7a. The Grantee is in compliance with the match requirement.

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

# 8. Project Income

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

# 9. Subcontracts

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

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

# Describe in the Fiscal Review Comments section.

- 9c. Is the source documentation sufficient to justify charges? Yes  $\Box$  No  $\Box$  N/A  $\Box$
- 9d. Does the Grantee conduct desk audits of subcontract agencies?
  - Yes 🗆 No 🗆 N/A 🗆

9e. Does the Grantee conduct site visits to subcontract agencies?

Yes 🗆 No 🗆 N/A 🗆

# 10. Audits

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

Single City/County Audit Report □ Program Specific Audit □ Other □ 10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. Yes  $\Box$  No  $\Box$ 

# Field Representative Comments for Fiscal Review Section: Number comments to correspond to Fiscal Review items.

## IV. PROGRAM REVIEW

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

## 1. Governing Body

•	Soverning body		
	1a. Does the grant require formation of some type of governing	g body	(steering
	committee, coordinating council, etc.) to guide grant activities?		
	Yes 🗆	No 🗆	N/A 🗆
	1b. If so, has this body been formed and is it meeting as required?		
	Yes 🗆	No 🗆	N/A □
	1c. Are all of the required members participating? Yes	No 🗆	N/A □
	Te. Are all of the required members participating:		

# 2. Evidence-Based Interventions

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

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

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

## 3. Assessments

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

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

## 4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project? Yes  $\Box$  No  $\Box$ 

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

		Yes □	No 🗆
5.	Policies & Procedures		
	5a. Did the Grantee develop a written Policies & Procedures Mar		•
	Manual specific to the grant project?	Yes □	No 🗆
	5b. Are they accessible to staff?	Yes □	No 🗆
6.	<b>Case Management/Tracking</b> 6a. Does the Grantee maintain an automated or web-based case maintain data collection system to track clients served by the grant?	nagement	t and/or
	Yes 🗆	No 🗆	N/A □
	6b. If not, how are services and/or clients tracked? <i>Explain in the Program Review Comments section.</i>		
7.	Source Documentation		
	The Grantee maintains appropriate source documentation (e.g., ca		
	files, sign-in sheets, etc.) for the clients served.	No 🗆	N/A □
8.	Progress Reports		
	8a. Progress Reports are current.	Yes □	No 🗆
	8b. Program records reviewed at the site visit provided sufficient	detail to	support
	information reported in Progress Reports.	Yes □	No 🗆
	If no, explain in the Program Review Comments section.		
9.	Problems		
	The Grantee has experienced operational or service delivery probler		
	If yes, explain in the Program Review Comments section.	Yes 🗆	No 🗆
10	Sustainability		
	Does the grantee have a sustainability plan to continue service de	•	•
	funds expire? <b>Describe in the Program Review Comments section.</b>	Yes □	No 🗆
11	. Other Requirements Reviewed Per this site visit review, programmatic requirements specific to this g	rant prog	ram are
	being met.	Yes 🗆	No 🗆
Fi	eld Representative Comments for the Program Review Section:		

Number comments to correspond to Program Review items.

# V. DATA COLLECTION AND EVALUATION

## 1. Evaluator

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

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

Yes 🗆 No 🗆

N/A □

#### 2. Evaluation Plan

Is the Grantee on track with the activities and milestones described in its Evaluation Plan? Yes D No D N/A D

#### 3. Preliminary Evidence

3a. Do the data collection efforts show an	ny preliminary	evidence that	could im	pact the
project?		Yes 🗆	No 🗆	N/A □

3b. Has the Grantee used this information to make improvements or changes to the project? Yes I No I N/A I

Field Representative Comments for Data Collection and Evaluation Section: Number comments to correspond to Data Collection and Evaluation Review items.

# **VI. MONITORING SUMMARY**

1.	Outcome of Visit		
	1a. Does the project generally meet BSCC grant requirements?	Yes □	No 🗆
	1b. If no, will a Compliance Improvement Plan be submitted?	Yes □	No 🗆
	1c. Describe here:		
2.	<b>Technical Assistance</b> 2a. Does the Grantee have any technical assistance needs?	Yes □	No 🗆
	2b. Describe here:		

# APPENDIX K Evidence-Based Resources

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

Blueprints for Violence Prevention http://www.colorado.edu/cspv/blueprints/index.html

Board of State and Community Corrections <u>http://www.bscc.ca.gov/s\_web-basedresourcesonevidence-basedpractices/</u>

California Institute of Behavioral Health Solutions <a href="http://www.cibhs.org/evidence-based-practices-0">http://www.cibhs.org/evidence-based-practices-0</a>

Coalition for Evidence-Based Policy <a href="http://evidencebasedprograms.org/">http://evidencebasedprograms.org/</a>

CrimeSolutions.gov http://www.crimesolutions.gov/

Evaluating Drug Control and System Improvement Projects Guidelines for Project Supported by the Bureau of Justice Assistance https://www.bja.gov/evaluation/guide/documents/nijguide.html

Justice Research and Statistic Association <u>http://www.jrsa.org/</u>

National Child Traumatic Stress Network <a href="https://www.NCTSN.Org">https://www.NCTSN.Org</a>

National Criminal Justice Reference Service (NCJRS) "Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice." A report prepared by Peter Greenwood, Ph.D., for the California Governor's Office of Gang and Youth Violence Policy, 2010. <u>https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934</u>

National Institute of Corrections <a href="http://nicic.gov/Library/">http://nicic.gov/Library/</a>

National Reentry Resource Center <u>http://nationalreentryresourcecenter.org/</u>

Office of Justice Programs – Crime Solutions.gov http://www.CrimeSolutions.gov Office of Juvenile Justice and Delinquency Prevention Model Program Guide <a href="http://www.ojjdp.gov/mpg/">http://www.ojjdp.gov/mpg/</a>

Promising Practices Network http://www.promisingpractices.net/

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.) <u>http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf</u>

Substance Abuse and Mental Health Services Administration <u>www.samhsa.gov/ebpwebguide</u>

techne

The National Documentation Centre on Drug Use <a href="http://www.drugsandalcohol.ie/3820//">http://www.drugsandalcohol.ie/3820//</a>

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

# **2019 Youth Reinvestment Grant**



Date submitted:

<INSERT DATE>

2019 YOUTH REINVESTMENT GRANT REQUEST FOR PROPOSALS

# 2019 Youth Reinvestment Grant Program Proposal Checklist

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

	Required Items:	✓
1	Cover Sheet (previous page)	
2	<ul> <li>2019 Youth Reinvestment Grant Program Proposal Checklist</li> <li>Signed in blue ink by the authorized signatory (original signature)</li> </ul>	
3	<ul> <li>Applicant Information Form</li> <li>Signed in blue ink by the authorized signatory (original signature)</li> </ul>	
4	Proposal Abstract <ul> <li>1 page only</li> </ul>	
5	<ul><li>Proposal Narrative</li><li>10 pages or less</li></ul>	
6	<ul><li>Budget Attachment (Budget Table &amp; Narrative)</li><li>Use Excel document provided</li></ul>	
7	<ul> <li>Project Work Plan</li> <li>1-2 pages using the template provided</li> </ul>	
8	<b>Nonprofit applicants</b> , provide evidence of signing authority (e.g., articles of incorporation, bylaws, or board resolution conferring authority to the signatory)	
9	<b>Nonprofit applicants</b> , provide proof of nonprofit business registration and good standing with the Secretary of State for the last six months.	
10	Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds (Appendix B) • Signed in blue ink by the authorized signatory (original signature)	
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix C) • Signed in blue ink by the authorized signatory (original signature)	
	Optional:	
12	Governing Board Resolution (Appendix D) Note: The Governing Board Resolution is due prior to contract execution, but is <u>not</u> required at the time of proposal submission.	
13	Letter(s) of Commitment	

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

Х

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

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

# **Applicant Information Form: Instructions**

- **A. Applicant:** Complete the required information for the local governmental entity or nonprofit organization submitting the proposal. Indicate applicant type.
- **B.** Tax Identification Number: Provide the tax identification number of the Applicant.
- **C. Location of Services:** Identify the geographical area where the 2019 Youth Reinvestment Grant will provide funded services and interventions.
- D. Project Title: Provide the title of the proposed project.
- **E. Project Summary:** Provide a summary (100-150 words) of the proposed project. Note: this information may be posted to the BSCC's website for informational purposes.
- F. Grant Funds Requested: Enter the total amount of grant funds you are requesting.
- **G. Local Government Applicants ONLY NGO Pass Through:** Local government applicants must enter the amount of "Grant Funds Requested" (item F above) that will be passed through to one or more NGO partners. Also enter the percentage of total grant funds that will be passed through.
- **H. Type of Diversion Project to be Implemented**: Identify the type of diversion program you propose to implement, checking as many boxes as are applicable.
- I. Other Components of your Diversion Project: Indicate which additional service components your proposal includes.
- J. Request for Reduction in Match Requirement: If your project is in a high need area with little or no existing diversion infrastructure, use this section to request a reduced match requirement.
- **K. 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.
- L. 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.
- **M. 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.
- **N. 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.
- **O.** Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

# 2019 Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		<b>B. TAX IDENTIFICATION NUMBE</b>	R:
NAME OF APPLICANT		TAX IDENTIFICATION #	
STREET ADDRESS	CITY	STATE	ZIP CODE
	0.1.1	0	
MAILING ADDRESS (if dif	fferent) CITY	STATE	ZIP CODE
	Ionprofit Organization D Local G	overnmental Entity	
C. LOCATION OF SERV	ICES:		
		N	
D. PROJECT TITLE:			
E. PROJECT SUMMAR	Y (100-150 words):	F. GRANT FUNDS REQUESTED:	\$
		ent	
G. LOCAL GOVERNME	NT APPLICANTS <mark>ONLY –</mark> NGO P	ASS THROUGH: \$	%
H. TYPE OF DIVERSION	PROJECT TO BE IMPLEMENTE	D (Check all that apply)	
Pre-Arrest Diversion	Community-Led Diversion	Restorative Justice	Diversion Model
□ Probation Diversion	Police Diversion Model	□ Service Referral D	
□ Court Diversion	Community Assessment Dive		
		CT. (Check all that apply)	
	TS OF YOUR DIVERSION PROJE	CI: (Check all that apply)	
□ Academic or Vocatio	onal Education		
Mental Health	Ŷ		
Behavioral Health			
Mentoring			

## J. REQUEST FOR REDUCTION IN MATCH REQUIREMENT

The 2019 Youth Reinvestment Grant requires that applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant identifies its service area as high need with low or no local infrastructure for diversion programming. Please check the box below to self-identify as qualifying for a reduction in match from 25 percent to 10 percent.

□ Applicant requests a reduction in match because of high need and low or no local infrastructure for diversion programming. (Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc.)

K. PROJECT DIRECTOR:			
NAME	TITLE	TELEPHONE	NUMBER
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	
L. FINANCIAL OFFICER:			
NAME	TITLE	TELEPHONE	NUMBER
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	
PAYMENT MAILING ADDRES	SS (if different) CITY	S	TATE ZIP CODE
M. DAY-TO-DAY PROGRAM	I CONTACT:		
NAME	TITLE	TELEPHONE	NUMBER
STREET ADDRESS		CITY	
STATE	ZIP CODE	EMAIL ADDRESS	
N. DAY-TO-DAY FISCAL	CONTACT:		
NAME	TITLE	TELEPHONE	ENUMBER
STREET ADDRESS	0,	CITY	
STATE	ZIP CODE	EMAIL ADDRESS	
	NV		
O. AUTHORIZED SIGNATU By signing this application the grantee and any subco		ne Applicant with the authority to olicies, and procedures governir	enter into contract with the BSCC, and ng this funding.
NAME OF AUTHORIZED OFF	ICER TITLE		TELEPHONE NUMBER
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE			DATE

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

## Sample Narrative Format for 2019 YRG Proposals

**Proposal Abstract** 

This section may not exceed one (1) page.

**Proposal Narrative** 

- 1. Project Need (Percent of Total Value: 35%)
- 2. Project Description (Percent of Total Value: 35%)
- 3. Organizational Capacity & Coordination (Percent of Total Value: 15%)
- 4. Data Collection/Evaluation (Percent of Total Value: 5%)
- 5. Project Budget (Percent of Total Value: 10%)

To access the Budget Attachment, click here.

**Request for Proposals Additional Documents** 

This section may **only** include Letter(s) of Commitment

# 2019 Youth Reinvestment Grant Project Work Plan

Applicants for Youth Reinvestment Grant funds must complete a 1 to 2-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties, and timelines. Completed plans should (1) identify the project's top three goals and objectives; (2) identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, and start/end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. To build the 2019 Youth Reinvestment Project Work Plan, please use the form provided below. This form does NOT count toward the 10-page limit for the Proposal Narrative.

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