



# **Youth Reinvestment Grant – Tribal Youth Diversion Program**

## **REQUEST FOR PROPOSALS**

**Eligible Applicants:**  
Federally Recognized Indian Tribes in California

**Grant Period:** July 1, 2019 to June 30, 2022

**RFP Released:** January 18, 2019  
**Letters of Intent Due:** February 20, 2019  
**Proposals Due:** March 29, 2019

STATE OF CALIFORNIA  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**  
2590 VENTURE OAKS WAY, STE 200 ♦ SACRAMENTO CA 95833 ♦ [WWW.BSCC.CA.GOV](http://WWW.BSCC.CA.GOV)



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### **CONFIDENTIALITY NOTICE**

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

## PART I: GRANT INFORMATION

### Grant Program Background

The Youth Reinvestment Grant (YRG) program was 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). The YRG program is aimed at diverting young people who commit low-level offenses from initial contact with the juvenile justice system. The Tribal component of the YRG Program is specifically for Indian tribes to implement diversion programs for Indian children that use trauma informed, community-based, and health-based interventions. Funding priority must be given to diversion programs that address the needs of Indian children who experience high rates of juvenile arrests, high rates of suicide, high rates of alcohol and substance abuse, and average high school graduation rates that are lower than 75 percent.

Funding for the YRG Tribal Youth Diversion Program is \$1,119,000.

### Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the YRG Tribal Youth Diversion 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: [YouthReinvestmentGrant@bscc.ca.gov](mailto:YouthReinvestmentGrant@bscc.ca.gov).

The BSCC will accept and respond to questions about this RFP until March 29, 2019. Frequent questions and answers (FAQs) concerning the BSCC's RFP process and the YRG Tribal Youth Diversion Program application for funding will be posted on the BSCC website and updated periodically through March 29, 2019.

### Proposal Due Date and Submission Instructions

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

The Proposal must be received by the BSCC by **5:00 p.m. on March 29, 2019**.

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

Board of State and Community Corrections  
 Corrections Planning and Grant Programs Division  
 2590 Venture Oaks Way, Suite 200  
 Sacramento, CA 95833  
**Attn: YRG Tribal Youth Diversion Program**

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

Note: While the BSCC expects both the original hard copy and electronic version to be received by the date and time listed above, the application will not automatically be disqualified so long as either the hard copy or electronic version is received by the due date and as long as both are received in a reasonable time and are identical.

**If the BSCC does not receive either the original hard copy or the electronic version until after the due date and time, the proposal will not be considered, regardless of postmark date.**

### Grant Program Description

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

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

### Eligibility

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

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

Applicants may submit more than one (1) proposal for funding. This could include multiple individual proposals with different scopes of work or could include an applicant that submits an individual proposal as well as a proposal as part of a regional effort. All applications submitted under a regional efforts basis must meet the following criteria:

1. A single tribe from a regional application must be listed as the “lead” applicant; and
2. Every tribe involved in the regional proposal must submit a resolution from its Tribal Council indicating its support of the regional effort and identifying its roles and responsibilities relative to the grant.

#### Criteria for All Non-Governmental Organizations

Any non-governmental organization (NGO) that receives YRG Tribal Youth Diversion Grant Program funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing by July 1, 2018<sup>1</sup> or for at least six months prior to receiving YRG Tribal Youth Diversion Grant funds;
- Be registered with the California Secretary of State’s Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have an address.

All applicant tribes must submit Appendix B, Criteria for NGOs receiving YRG Tribal Youth Diversion Grant Funds as part of the completed RFP package to document the compliance of any NGOs identified as partners in the proposal. All tribal grantees must submit updated Appendix B throughout the life of the grant agreement for any additional NGOs that may be awarded YRG Tribal Youth Diversion 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.

### **Letter of Intent**

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

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

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

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

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<sup>1</sup> NGOs that have recently reorganized or have merged with other qualified NGOs that were in existence prior to July 1, 2018 are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to March 29, 2019.

Please submit your non-binding Letter of Intent by **February 20, 2019** via email or U.S. mail, using one of the following submission options:

**Email Responses:** [YouthReinvestmentGrant@bscc.ca.gov](mailto:YouthReinvestmentGrant@bscc.ca.gov)  
(Subject line: Letter of Intent)

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

## Project Funding Information

### Grant Period

Successful applicants will be funded for a three-year cycle with the first year of the grant cycle commencing on July 1, 2019 and the third year ending on June 30, 2022.

### Funding Amount

A total of \$1,119,000 in state general funding is available statewide. There is no minimum or maximum amount of funding for which any single applicant may apply. Rather it is incumbent upon each applicant to fully and completely explain and justify the requested amount. 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.

### Match Requirement

The YRG Tribal Youth Diversion Program does not require a match.

### Supplanting

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

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

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

## Project Evaluation Requirements

In addition to quarterly progress reports, projects selected for funding will be required to submit to the BSCC: (1) a Tribal Project Review Plan (three [3] months post-award) and, (2) a Three-Year Tribal Project Review Report (three [3] months after the conclusion of the grant). See Appendix C, Glossary of Terms, for key definitions related to project review.

**Tribal Project Review Plan** - The purpose of the Tribal Project Review Plan (TPRP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a description of how they plan to determine the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The TPRP should describe the approach that will be used to measure the outcomes of youth, with the project goals and the objectives clearly stated. Once submitted, any modifications to the TPRP must be approved in advance by the BSCC. More detailed instructions on the TPRP will be made available to successful applicants. See Appendix D for a sample of the review components.

**Three-Year Tribal Project Review Report** - Following project completion, grantees are required to complete a 3-Year Tribal Project Review Report (Review Report) which must be in a format prescribed by the BSCC. The purpose of the final Review Report is to learn whether the overall project was sufficient in meeting the goals laid out in the TPRP. To do this, the grantee must analyze and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted TPRP. More detailed instructions on the Review Report will be made available to successful applicants.

Applicants are encouraged to identify partners early on who may assist with implementation planning and project development 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. Implementation planning, oversight, and reporting activities may be funded by YRG Tribal Youth Diversion Program monies or other funds. The projected cost for these activities should be included within the proposed budget.

## 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 bidders and provide clarity on RFP instructions. Details for the Bidders' Conference are listed below:

## **YRG Tribal Youth Diversion Program Bidder's Conference**

**Wednesday, February 13, 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

*Note: The Tribal Youth Diversion Program Bidder's Conference will be livestreamed at [www.bscc.ca.gov](http://www.bscc.ca.gov).*

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

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

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision making related to the Board's programs. These committees are typically 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. When focused expertise is needed, ESCs establish Advisory Groups to work on specific matters. In such cases, Advisory Groups submit grant award recommendations to the ESC who, upon approval, forwards to the BSCC Board. The Board then approves, rejects, or revises those recommendations. Members of ESCs and Advisory Groups are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The Youth Reinvestment Grant ESC includes subject matter experts on community engagement, trauma-informed care, youth diversion programs, prevention and intervention programs, mental/behavioral health, social services, law enforcement, including individuals who have been impacted by the justice, and/or child welfare systems. A list of ESC members can be found in Appendix E.

#### **Tribal Advisory Group**

Given the different statutory requirements for the YRG Tribal Youth Diversion Program, as well as the unique considerations necessary in developing a grant program for Indian tribes to provide services and programs for Indian children, the YRG ESC chose to establish a Tribal Advisory Group (TAG) and assign it the responsibility for developing the RFP for the tribal component of the Youth Reinvestment Grant.

#### **Conflicts of Interest**

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the above referenced YRG Executive Steering Committee or Tribal Advisory Group from receiving funds from the YRG Tribal Youth Diversion Grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the

Youth Reinvestment Grant ESC membership roster, as well as the Tribal Advisory Group membership roster, and ensuring that no grant dollars are passed through to any entity represented by any member of the YRG ESC or the TAG.

## Overview of the RFP Process

### Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating the proposal has been received. The email will be sent to the individual who signed the application and the person listed as the Project Director.

### Disqualification

The following will result in an automatic disqualification:

- The original hard copy or electronic version of the Proposal are not received by 5:00 p.m. on March 29, 2019.
- The applicant is not a federally recognized tribe in California.

“Disqualification” means the proposal will not be scored and therefore, will not be considered for funding under this grant.

### Technical Compliance Review

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

### Rating Process

Once a proposal passes the TCR, it will advance to the Proposal Rating Process. The Tribal Advisory Group will then read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

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

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 13, 2019. Applicant tribes and partners are not to contact members of the TAG, YRG ESC, or the BSCC Board to discuss proposals.

## Rating Factors

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

### YRG Tribal Youth Diversion Program Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Program Need	1 - 5	35%	70
2	Program Description	1 - 5	50%	100
3	Data Collection/Evaluation	1 - 5	10%	20
4	Program Budget	1 - 5	5%	10
Maximum Rating Factor Score:			100%	200
Preference Points:				
Regional applications – consortium of tribes				5
Maximum Possible Score with Preference Points:				205

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 1-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the "Percent of Total Value" column (determined by the TAG) 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.

## Sample Scoring Rubric for 1-5 Point Range

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

### General BSCC Grant Requirements

#### Grant Agreement

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

The Grant Agreement start date is expected to be July 1, 2019. 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 have the potentiality of not being reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

#### Governing Board/Tribal Council Resolution

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

**Audit Requirements**

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

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

**Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined later). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grant recipients may use YRG Tribal Grant Program 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 45 days of the execution date set forth in the grant agreement to the 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. Grantees shall only use grant funds for allowable costs and shall provide invoices and supporting documentation to the BSCC periodically or upon request. When a grantee expends 80% of the disbursed funds and has submitted the required documentation to the BSCC, and provided the grantee has met the other terms and conditions of the grant, the BSCC shall disburse an additional 1/3 of the award under the same terms and conditions. The final 1/3 of the award shall be disbursed after a grantee expends 80% of the total disbursed funds. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

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

**Quarterly Progress Reports**

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

instructions will be available to grantees on the BSCC's website. See Appendix H for a sample progress report.

### **Travel**

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

### **Tribes**

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

### **Non-Governmental Organizations (NGOs)**

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

### **Units of Government**

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

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

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

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

### **Debarment, Fraud, Theft, or Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide 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 I certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

### **Compliance Monitoring Visits**

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

## **Use of Effective Programs and Data-Driven Approaches<sup>2</sup>**

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

Applicants seeking funding through this grant process will be asked to demonstrate that services are linked to the implementation of practices and strategies supported by data. The following information is offered to help applicants in understanding the BSCC's broad view of data-supported practices and decision-making:

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<sup>2</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

Applicants seeking funding through this grant process are required to use data to drive conscientious decision-making in the development, implementation, and appraisal of their overall projects.

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. For the purpose 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 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 the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at: [www.samhsa.gov/ebpwebguide](http://www.samhsa.gov/ebpwebguide) as well as in Appendix K of this RFP.

## Summary of Key Dates

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

Activity	Tentative Date
Release Request for Proposals Solicitation	January 17, 2019
Bidders' Conference	February 13, 2019
Letter of Intent Due to the BSCC	February 20, 2019
<b>Grant Proposal/Application Due to the BSCC No later than 5:00 p.m.</b>	<b>March 29, 2019</b>
Technical Compliance Review (TCR)	April 2-15, 2019
Non-Substantive Changes Due	To Be Determined after TCR
Proposal Rating Process and Development of Funding Recommendations	Mid-April – Late May, 2019
BSCC Board Meeting for Funding Approval	June 13, 2019
Grants Begin/Contracts Expected to Commence	July 1, 2019
Mandatory Grantee Orientation	To Be Determined (August 2019)

## PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

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

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

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

## Proposal Abstract

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

## Proposal Narrative

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

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

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

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

**Address the following in narrative form:**

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

- Define the population of youth to be served by these grant funds. This should include details such as gender, age, offense history, and any other data that supports the need for services within the identified population.
- Clearly identify the need for diversion programs/services amongst the Indian children in the proposed project area.
- Use data or other supporting information to support the identified need.

- Identify existing gaps in available resources, services, and/or activities within the proposed project area for the target population.
- Explain any methods that were used to conduct outreach and/or gather input from interested parties in order to determine the need that is presented in this proposal.

<b>Rating Criteria for Program Need</b> (scored on a scale of 1-5; weighted at 35%)	
1.1	The applicant has clearly identified the specific target population to be served (e.g., gender, age, offense history, and/or other supporting data).
1.2	The applicant has described the need(s).
1.3	The applicant has provided information that connects to the need(s) stated in 1.2.
1.4	The applicant has identified a lack of service or service gaps that contribute to the need.
1.5	The applicant has solicited community input/outreach in determining need (e.g., townhalls, surveys).

## 2. Program Description and Work Plan (Percent of Total Value: 50%)

### Address the following in narrative form:

- Describe the referral process and eligibility criteria.
  - Identify the eligibility criteria that will be used to determine an Indian child's enrollment in the program.
  - Describe how the referral process will work, including identification of who may make referrals.
  - Explain how any determination of need and/or screening tools may be used and for what purpose.
- Articulate the services and/or interventions that will be offered to Indian children.
  - Describe all services/interventions to be delivered to Indian children under this proposal and how those services will be delivered.
  - Identify how cultural relevancy will be incorporated into the proposed program.
  - Explain how the proposed program was identified as the most appropriate to meet the needs of your target population.
- Delineate who the programs, services and/or interventions will be provided to under this proposal.
  - Identify the total youth population in the proposed service area as well as what percent of those youth are anticipated to receive services under this proposal.
  - Describe the plan for selecting individuals to receive services under this proposal.

- Explain the process that will be used to determine what specific programs, services and/or interventions will be received by each participant.
- Define the goals and objectives for the proposed program.
  - Use the Project Work Plan to identify the program's primary goals and objectives and how they relate to the grant.
  - Explain how the main goal will be achieved, including the inclusion of factors such as activities, responsible staff/partners, and tentative timeline to include start and end dates.
  - Describe how the goals and objectives will be measured by the program and reported to the BSCC.
- Describe how outreach will be conducted.
  - Articulate the plan for engaging community partners in the proposal development as well as the program implementation over the length of the grant.
  - Outline the process that was used to select program partners who will be involved in the proposed program. If partners have not yet been selected, describe the process that will be used to select them.

Applicants for Youth Reinvestment Grant funds shall complete a 1-2 page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the YRG Tribal Youth Diversion Project Work Plan, please use the form provided below.

## YRG Tribal Youth Diversion Project Work Plan

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

<b>Rating Criteria for Program Description</b> (scored on a scale of 1-5; weighted at 50%)	
2.1.a	The applicant identified eligibility criteria.
2.1.b	The applicant described the referral process.
2.1.c	The applicant described the determination of need and/or screening (if any) that may be used and for what purpose.
2.2.a	The applicant described the proposed services/interventions of the program and how the services will be delivered.
2.2.b	The applicant described the cultural relevancy to the proposed program.
2.2.c	The applicant provided a rationale for the proposed program which include a description of relevant information to support the selection of the proposed program for the target population.
2.3.a	The applicant identified the relationship of the total percent of individuals to be served to the target population and the need. (e.g., the percent of those projected to be served compared to the targeted population is 75% and those projected to be served compared to the need is 70%).
2.3.b	The applicant provided a plan for selecting individuals for the program.
2.3.c	The applicant provided a plan for selecting the services that will be received by participants.
2.4.a	The applicant identified the program's primary goals and objectives and how they relate to the grant (see Project Work Plan).
2.4.b	The applicant identified how the main goal will be achieved in terms of the activities, responsible staff/partners, and tentative timeline to include start and end dates.
2.4.c	The applicant identified how the goals and objectives will be measured and reported.
2.5.a	The applicant described a plan to engage (for creating the program) and continue engagement with the larger community throughout the grant cycle.
2.5.b	The applicant described the process to select program partners or potential partners (tribal agencies/departments, contractors, stakeholders, private and/or public agencies). If partners are to be selected after the grant is awarded, the applicant specified the process for selecting those partners.

### 3. Data Collection (Percent of Total Value: 10%)

**Address the following in narrative form:**

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

<b>Rating Criteria for Data Collection</b> (scored on a scale of 1-5; weighted at 10%)	
3.1	The applicant demonstrated a commitment to adhere to the data collection methodology prescribed by the BSCC for data reporting purposes (e.g., quarterly progress reports).
3.2	The applicant described its plan/steps taken to ensure that local/tribal data are collected, maintained, reported, and used as a management tool for program decision making.

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

As part of the application process, applicants are required to submit the YRG Tribal Youth Diversion RFP Budget Attachment (Budget Attachment). The Budget Attachment does not count toward the 10 pages allowed for the Program Narrative sections. Upon submission, the Budget Attachment will become Section 4: Project Budget and Budget Narrative of the official proposal package and will be rated as such based on the criteria listed below. The Budget sections must be filled out completely and accurately to pass the Technical Compliance Review process. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment.

Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Budget Attachment workbook. **Click [here](#) to access the Budget Attachment.**

Applicants must complete all three sections, as identified by tab labels in the budget workbook:

- 1) Year 1 Budget
- 2) Year 2 Budget
- 3) Year 3 Budget

All project costs must be directly related to the objectives and activities of the project. The Budget Attachment covers the entire three-year grant period.

The following items will be rated as a part of this section, and must be addressed by the applicant in the YRG RFP Budget Attachment:

<b>Rating Criteria for Program Budget</b> <b>Applied to both the Program Budget Table and Program Budget Narrative</b> (Scored on a scale of 1 – 5; weighted at 5%)	
4.1	The applicant has completed the Budget Table as appropriate to the proposed program.
4.2	The applicant has provided a Budget Narrative that relates the expenses to the proposed program and is all inclusive to the needs and services of the targeted population.

## Request for Proposals Additional Documents

### Letter(s) of Commitment

A Letter(s) of Commitment is required and must be a statement of active participation by a collaborative partner(s) with the project. The Letter should specify any resources the partner entity(ies) will commit to the project and should identify what role/responsibility it/they will play in a successful project outcome.

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

- What the collaborator will contribute to the project,
- Information that the partner has the capacity to fulfill its roles/responsibilities, and
- Is committed to achieving the overall success of the YRG Tribal Youth Diversion Program project.

# **APPENDICES**

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

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

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

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

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

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

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

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

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

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

## APPENDIX B

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

(Page 1 of 2)

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

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

- Have been duly organized, in existence, and in good standing as of July 1, 2018 or for at least six months prior to receiving YRG Tribal Youth Diversion Grant funds;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have an address.

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

**Grantee:**

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

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

(Page 2 of 2)

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

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

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

## APPENDIX C

### Glossary of Terms

#### **Diversion**

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

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

#### **Health-Based**

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

#### **Cultural Relevance**

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

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

#### **Trauma-Informed**

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.

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

## **Service Need Determination Tool**

In screening potential program participants, service providers receiving funding under this grant must employ an approach that is culturally appropriate and has a tribal affiliation. Approaches could include, but are not limited to, surveys or interviews. Applicants must explain and justify their proposed approach. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and, if so, which specific services each youth is best matched with.

## **Tribal Project Review Plan and 3-Year Review Report**<sup>3</sup>

### **3-Year Tribal Project Review Report**<sup>4</sup>

The purpose of the 3-Year Tribal Review 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).
- Implementation of programs aimed at reducing the number of referrals for alcohol and substance use.
- Changes in policies that improve Indian children access to culturally rooted services.

### **Goal versus Objective**

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program<sup>5</sup>.

Examples of goal statements<sup>6</sup>:

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

<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/njiec/publications/program-evaluation.pdf>.

<sup>4</sup> *Id* at pp. 7-8.

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

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

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

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

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

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

### **Principles of Effective Intervention**

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.<sup>11</sup> Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990<sup>12</sup>; Cullen and Gendreau, 2000<sup>13</sup>; Lipsey 1999<sup>14</sup>), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

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

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

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

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

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

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

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

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

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

DRAFT

## APPENDIX D

### SAMPLE: Tribal Project Review Plan Components

A Tribal Project Review Plan (TPRP) 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 E**  
**Youth Reinvestment Grant Executive Steering Committee**  
**Tribal Advisory Committee**

**Youth Reinvestment Grant**  
**Executive Steering Committee**  
**Membership Roster**

	<b>Name</b>	<b>Title</b>	<b>Organization/Agency</b>
1	David Steinhart (Co-Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Mark Varela (Co-Chair)	Chief Probation Officer & BSCC Board Member	Ventura County Probation Department
3	Jessica Chandler	Social Worker	Los Angeles County, Department of Children & Family Services
4	Amy Cohen	Child, Adolescent, Adult and Family Psychiatry Director	Center for Collaborative Parenting
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Donna Groman	Judge	Los Angeles County Superior Court
7	Frankie Guzman	Director, California Youth Justice Initiative	National Center for Youth Law
8	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Olin Jones	Founder	Olin C. Jones Consulting
11	Patricia Lee	Chief Juvenile Public Defender	City & County of San Francisco
12	Julio Marcial	Director of Youth Justice	Liberty Hill Foundation
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund - California

**Youth Reinvestment Grant  
Tribal Advisory Group  
Membership Roster**

	<b>Name</b>	<b>Title</b>	<b>Organization/Agency</b>
1	Olin Jones (TAG Chair/YRG Liaison)	Founder	Olin C. Jones Consulting
2	Dayna Barrios	Youth Initiatives Project Director	Sacramento Native American Health Center
3	Angi Cavaliere	Minor's Counsel	Children's Law Center of California
4	Bill Denke	Police Chief	Sycuan Tribal Police Department
5	Heather Hostler	Director	Ca. Department of Social Services, Office of Tribal Affairs

# APPENDIX F: SAMPLE - Contract and General Terms and Conditions

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

**BSCC XXX-19**

PURCHASING AUTHORITY NUMBER (If

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**GRANTEE NAME**

2. The term of this Agreement is:

START DATE

**JULY 1, 2019**

THROUGH END DATE

**SEPTEMBER 30, 2022**

3. The maximum amount of this Agreement is:

**\$000,000.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Youth Reinvestment Grant (YRG) Tribal Youth Grant Program Request for Proposals	*
Attachment 2	YRG Tribal Youth Grant Application for Funding	xx
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: [http://www.bscc.ca.gov/s\\_youthreinvestmentgrant](http://www.bscc.ca.gov/s_youthreinvestmentgrant)

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

**CONTRACTOR**

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

**GRANTEE NAME**

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**CONTRACTING AGENCY**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

**EXHIBIT A**  
**SAMPLE - SCOPE OF WORK**

**1. GRANT AGREEMENT – YOUTH REINVESTMENT GRANT PROGRAM**

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

**2. PROJECT SUMMARY AND ADMINISTRATION**

A. Project Summary here....

B. Grantee agrees to administer the project in accordance with Attachment 1: YRG Tribal Youth Grant Program Request for Proposals (incorporated by reference) and Attachment 2: YRG Tribal Youth Grant 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:

Fax:

Email:

**Project Director** authorized to administer the project:

Name:

Title:

Address:

Phone:

Fax:

Email:

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

**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.

**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**

Progress Reporting Periods	Due no later than:
1. July 1, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to December 31, 2019	February 14, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 14, 2020
5. July 1, 2020 to September 30, 2020	November 16, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to March 31, 2021	May 14, 2021
8. April 1, 2021 to June 30, 2021	August 16, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 15, 2022
11. January 1, 2022 to March 31, 2022	May 16, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022

**B. Evaluation Documents**

Evaluation Documents	Due no later than:
1. Local Evaluation Plan	September 30, 2019
2. Final Local Evaluation Report	September 30, 2022

**C. Other**

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

**6. AUDIT REQUIREMENT**

- A. The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three (3) years following the end of the grant period.
- B. The Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

**7. PROJECT RECORDS**

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

**EXHIBIT A**  
**SAMPLE - SCOPE OF WORK**

The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

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

**8. CONFLICT OF INTEREST**

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

**EXHIBIT B**  
**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENTS**

- A. The Grantee shall be paid one-third of awarded funds within 45 days of the execution date of this agreement. When the grantee has expended 80% of the disbursed funds and has submitted the required documentation to the BSCC, the grantee shall be paid an additional one-third of the award. The grantee will be paid the final one-third of the award after expending 80% of the total disbursed funds.

**Monthly Invoicing Periods**

**Due No Later Than:**

1. July 1, 2019 to July 31, 2019	September 16, 2019
2. August 1, 2019 to August 31, 2019	October 15, 2019
3. September 1, 2019 to September 30, 2019	November 15, 2019
4. October 1, 2019 to October 31, 2019	December 16, 2019
5. November 1, 2019 to November 30, 2019	January 15, 2020
6. December 1, 2019 to December 31, 2019	February 14, 2020
7. January 1, 2020 to January 31, 2020	March 16, 2020
8. February 1, 2020 to February 28, 2020	April 15, 2020
9. March 1, 2020 to March 31, 2020	May 15, 2020
10. April 1, 2020 to April 30, 2020	June 1, 2020
11. May 1, 2020 to May 31, 2020	July 15, 2020
12. June 1, 2020 to June 30, 2020	August 14, 2020
13. July 1, 2020 to July 31, 2020	September 15, 2020
14. August 1, 2020 to August 31, 2020	October 15, 2020
15. September 1, 2020 to September 30, 2020	November 16, 2020
16. October 1, 2020 to October 31, 2020	December 15, 2020
17. November 1, 2020 to November 30, 2020	January 15, 2021
18. December 1, 2020 to December 31, 2020	February 15, 2021
19. January 1, 2021 to January 31, 2021	March 15, 2021
20. February 1, 2021 to February 29, 2021	April 15, 2021
21. March 1, 2021 to March 31, 2021	May 14, 2021
22. April 1, 2021 to April 30, 2021	June 15, 2021
23. May 1, 2021 to May 31, 2021	July 15, 2021
24. June 1, 2021 to June 30, 2021	August 16, 2021
25. July 1, 2021 to July 31, 2021	September 15, 2021
26. August 1, 2021 to August 31, 2021	October 15, 2021
27. September 1, 2021 to September 30, 2021	November 15, 2021
28. October 1, 2021 to October 31, 2021	December 15, 2021
29. November 1, 2021 to November 30, 2021	January 14, 2022
30. December 1, 2021 to December 31, 2021	February 15, 2022
31. January 1, 2022 to January 31, 2022	March 15, 2022
32. February 1, 2022 to February 29, 2022	April 15, 2022
33. March 1, 2022 to March 31, 2022	May 16, 2022
34. April 1, 2022 to April 30, 2022	June 15, 2022
35. May 1, 2022 to May 31, 2022	July 15, 2022
36. June 1, 2022 to June 30, 2022	August 15, 2022

**EXHIBIT B**  
**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

Final Local Evaluation Plan Invoicing Periods	Due no later than
37. July 1, 2022 to July 31, 2022	September 15, 2022
38. August 1, 2022 to August 31, 2022	October 15, 2022
39. September 1, 2022 to September 30, 2022	November 15, 2022

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated match contributions must be incurred by the end of the grant project cycle, June 30, 2022, and included on the final invoice due August 15, 2022. Project costs/match contributions incurred after June 30, 2022 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by September 30, 2022. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Final Local Evaluation Plan Invoicing Periods (invoices 37-39, due dates listed above). 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 15, 2022.
- D. 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.
- E. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

**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 28, 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.

**EXHIBIT B**  
**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. If Youth Reinvestment Grant Program funding is reduced or falls below estimates contained within the Youth Reinvestment Grant Program Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- 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 provisions 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 term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

**5. PROMPT PAYMENT CLAUSE**

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

**EXHIBIT B**  
**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

**6. WITHHOLDING OF GRANT DISBURSEMENTS**

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

**7. PROJECT BUDGET**

Year 1 Budget	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$0</b>

**EXHIBIT B**  
**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

<b>Year 2 Budget</b>	<b>Grant Funds</b>
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$0</b>

<b>Year 3 Budget</b>	<b>Grant Funds</b>
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collections	\$0
7. Project Evaluation	\$0
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$0</b>

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

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

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

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

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

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

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

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**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.

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

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

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

**2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: YRG Tribal Youth Grant Program Request for Proposal and Attachment 2: YRG Tribal Youth Grant Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

**3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the 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 grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

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

**4. PROJECT ACCESS**

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

**5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.
- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

**6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

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

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

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

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

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

**7. MODIFICATIONS**

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

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

**8. TERMINATION**

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

**EXHIBIT D**  
**SAMPLE - SPECIAL TERMS AND CONDITIONS**

Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

**9. UNION ACTIVITIES**

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

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

**10. WAIVER**

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

## APPENDIX G

### SAMPLE: Governing Board or Tribal Council Resolution

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

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

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

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

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

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

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

Ayes:

Nos:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

ATTEST: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**APPENDIX H**  
**SAMPLE: Youth Reinvestment Grant Program**  
**Tribal Youth Diversion Program Progress Report**

<b>Grantee:</b>	<b>BSCC Grant Award Number:</b>
<b>Project Title:</b>	<b>Date:</b>
<b>Prepared by:</b>	<b>Phone:</b>
<b>Title:</b>	<b>Email:</b>

Year 1 Reporting Quarters			
<input type="checkbox"/> Quarter 1 July 1-September 30, 2019 Due: November 15, 2019	<input type="checkbox"/> Quarter 2 October 1-December 31, 2019 Due: February 14, 2020	<input type="checkbox"/> Quarter 3 January 1-March 31, 2020 Due: May 15, 2020	<input type="checkbox"/> Quarter 4 April 1-June 30, 2020 Due: August 14, 2020

### SECTION 1

Please provide an update on your efforts with respect to administering the project as outlined in the grant proposal by addressing the following questions.

#### Expenditure Status:

Youth Reinvestment Tribal Diversion Program Award Amount - \$	
Amount Invoiced-to-Date (Sum of Quarterly Invoices)	\$
Percent of Award Invoiced to Date (Amount above ÷ Award Amount)	%

In relation to the overall grant budget, are state Youth Reinvestment Tribal Diversion grant funds being expended as planned and on schedule? ☐ Yes ☐ No  
 If not, please explain why, and describe what expenditure plan(s) exist for the grant period.

**Overall Activities Implemented:** Describe project activities this reporting period (hiring of staff, process development/improvement, service delivery, collaboration efforts, evaluation planning/implementation).

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

**Overall Accomplishments and Highlights:** What successes (other than participant-specific) has the project achieved (e.g., reaching participant enrollment for the period, reaching other stated project goals, recognition from public officials and/or other jurisdictions/agencies, receiving media coverage)? Please include any training project staff and/or local partnering agencies have received this reporting period.

**Other Comments, Observations, and/or Project Notables:**

**Case Study/Anecdotal Information:** Case studies are often the most compelling evidence of the value of a program. With this in mind, please provide a brief description of a client enrolled in your project (e.g., age, gender, race, criminal history, etc.), challenges with engaging and/or serving the client, and how the project is positively impacting him/her and their family.

*Do not identify participant by name.*

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

Section 2 lists the goals and objectives developed by the grantee and provided to the BSCC. There are three questions for each goal/objective listed. Provide responses specific to this reporting quarter below.

- **Goal:** Goal 1 from grantee proposal

**Objectives:**

- Objective 1a from proposal
- Objective 1b from proposal
- Objective 1c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

- **Goal:** Goal 2 from grantee proposal

- Objectives:**
- Objective 2a from proposal
  - Objective 2b from proposal
  - Objective 2c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

- **Goal:** Goal 3 from grantee proposal

- Objectives:**
- Objective 3a from proposal
  - Objective 3b from proposal
  - Objective 3c from proposal

1. Describe progress towards the stated goal and objectives during the reporting period.
2. Describe any challenges towards the stated goal and objectives during the reporting period.
3. If applicable, what steps were implemented to address challenges.

### **SECTION 3: Technical Assistance/Other**

Section 3 asks questions related to technical assistance and provides space for any additional information the grantee would like to report. Provide responses specific to this reporting quarter below.

1. What modifications, if any, have been made to programs/services funded with Youth Reinvestment Tribal Diversion Program Grant dollars?
2. What quality assurance methods are in place to ensure programs/services are being delivered as intended and with fidelity to the evidence-based model(s)?
3. Would you like technical assistance? If so, describe the nature of the request.
4. Other - Provide any additional information on the grant, its implementation, programming, etc. below.

## SECTION 4: Data Collection

Section 4 asks questions related to participants program enrollment and exit. Provide data for all programs/services funded by the Youth Reinvestment Tribal Diversion Program. (For example, the Indian Tribe-BSCC grant agreement includes Aggression Replacement Training, Therapy Groups, and a contract with a non-governmental organization to provide additional services.) Provide data for all programs/services funded by the Youth Reinvestment Tribal Diversion Program. Provide responses specific to this reporting quarter below.

### Project Enrollment Data (Reporting Quarter Data Only):

1. How many participants were referred to programs/services funded by the Youth Reinvestment Tribal Diversion Grant Program this reporting quarter?
2. How many participants were enrolled in programs/services funded by the Youth Reinvestment Tribal Diversion Grant Program this reporting quarter?
3. Of those participants who were enrolled this reporting quarter, how many were enrolled as a mandatory condition of probation? How many enrolled voluntarily?
4. How many participants were served by programs/services funded by the Youth Reinvestment Tribal Diversion Grant Program this reporting quarter?
5. What was the average number of days between referral date to first service activity date for those participants enrolled this reporting quarter?
6. How many participants were screened or assessed prior to referral or enrollment? If so, what screening tools or assessments were used?

7. Provide the total number of participants for each age group that enrolled in programs/services:

11:	12:	13:	14:
15:	16:	17:	

8. Provide the total number of participants for each ethnicity group that enrolled in programs/services:

African American	Caucasian	Hispanic	Pacific Islander
Asian	Filipino	Native American	Other/Mixed

9. Provide the total number of participants for each gender group that enrolled in programs/services:

Female	Non-Binary/Third Gender	Prefer Not to State
Male	Prefer to Self-Define	

10. Provide the number of participants with the following levels of education upon enrollment in programs/services:

Some High School	Some College	Other
High School Graduate	College Graduate	

11. Provide the number of participants with the following levels of employment upon enrollment in programs/services:

Full-time	Part-time	Unemployed	Other/Unknown
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12. Provide the number of participants with the following housing statuses upon enrollment in programs/services:

Living Independently	Living with Relatives	Homeless
----------------------	-----------------------	----------

**Project Exit Data (Reporting Quarter Data Only):**

1. How many participants exited programs/services funded by the Youth Reinvestment Tribal Diversion Grant Program this reporting quarter?

2. Provide the total number of participants for each age group that exited programs/services:

14:	17:	20:	23:
15:	18:	21:	24:
16:	19:	22:	

3. Provide the total number of participants for each ethnicity group that exited programs/services:

African American	Caucasian	Hispanic	Pacific Islander
Asian	Filipino	Native American	Other/Mixed

4. Provide the total number of participants for each gender group that exited programs/services:

Female	Non-Binary/Third Gender	Prefer Not to State
Male	Prefer to Self-Define	

5. Provide the number of participants with the following levels of education when exiting programs/services:

Some High School	Some College	Other
High School Graduate	College Graduate	

6. Provide the number of participants with the following levels of employment when exiting programs/services:

Full-time	Part-time	Unemployed	Other/Unknown
-----------	-----------	------------	---------------

7. Provide the number of participants with the following housing statuses upon exiting programs/services:

Living Independently	Living with Relatives	Homeless
----------------------	-----------------------	----------

8. Provide the number of participants who exited the programs/services for the following reasons:

Successfully completing the program	Dropped out of program/services	Asked to leave
Arrest and/or incarceration	Other (describe):	

9. Definition of successfully completing the program:

10. What was the average length of stay in the program/services for participants who successfully completed the program (in days)?

## APPENDIX I

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

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

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

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

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

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

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

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

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

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

#### AUTHORIZED SIGNATURE

(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHOTIZED OFFICER SIGNATURE (Blue Ink Only)			DATE
X			

**APPENDIX J**  
**SAMPLE: BSCC Comprehensive Monitoring Visit Tool**

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

**Grantee:**

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

**Grant Program:**

**Federal Funds:** ☐ **State Funds:** ☐

**Contract Number:****Grant Amount:****Project Title:****Project Director:****Financial Officer:****Project Director Phone:****Financial Officer Phone:****Project Director E-Mail:****Financial Officer E-mail:****Field Representative:****Date of Visit:****Persons Interviewed During the Monitoring (Name, Title, Agency):****Project Sites Visited (Name, Address):****Project Summary:**

## I. ADMINISTRATIVE REVIEW

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### 1. Executed Agreement

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

### 2. BSCC Grant Administration Guide

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

### 3. Organizational Chart

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

### 4. Duty Statements

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

### 5. Timesheets

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

Yes ☐ No ☐

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions. *Note: Estimates and/or percentages are not acceptable.* Yes ☐  
No ☐ N/A ☐

### 6. Staff Positions

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

Yes ☐ No ☐

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

### 7. Anticipated Changes

Are there any anticipated changes to staff or the project?

Yes ☐ No ☐

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

### 8. Subcontracts

8a. Does this grant provide for subcontracted services?

Yes ☐ No ☐

***If yes, list subcontracts awarded in the Administrative Review Comments section.***

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

Yes ☐ No ☐ N/A ☐

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

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

## 9. Budget Modifications

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

**Yes** ☐ **No** ☐ **N/A** ☐

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

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

## 10. Fidelity Bond

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

**Yes** ☐ **No** ☐ **N/A** ☐

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

## II. CIVIL RIGHTS REVIEW

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

### 1. Equal Employment Opportunity Plan

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

**Yes** ☐ **No** ☐

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

### 2. EEOP Short Form

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

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

### 3. Notification to Program Participants

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

### 4. Notification to Employees

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

***Explain in Civil Rights Review Comments section.***

### 5. Complaints

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

Yes ☐ No ☐ N/A ☐

### 6. Discrimination on the Basis of Disability

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

### 7. Discrimination on the Basis of Sex

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities? **Yes** ☐ **No** ☐ **N/A** ☐

## 8. Findings

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

**Yes** ☐ **No** ☐ **N/A** ☐

## 9. Limited English Proficiency

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

## 10. Training

Training is conducted for the Grantee's employees on the requirements under federal civil rights laws.

**Yes** ☐ **No** ☐ **N/A** ☐

## 11. Religious Activities

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

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

**Yes** ☐ **No** ☐ **N/A** ☐

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

**Yes** ☐ **No** ☐ **N/A** ☐

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

**Yes** ☐ **No** ☐ **N/A** ☐

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

## III. FISCAL REVIEW

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### 1. Budget File

The Grantee maintains an official budget file for the project.

**Yes** ☐ **No** ☐

### 2. Fiscal Policies and Procedures

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

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances). **Yes** ☐ **No** ☐

### 3. Invoices

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

3b. Copies of the BSCC invoices for reimbursement are within the official file. **Yes** ☐ **No** ☐

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match. **Yes** ☐ **No** ☐

3d. Salaries and benefits can be easily tied back to reimbursement invoices. **Yes** ☐ **No** ☐

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal). **Yes** ☐ **No** ☐ **N/A** ☐

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

### 4. Tracking

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

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

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

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

### 5. Equipment/Fixed Assets

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

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

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

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

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

## 6. Supplanting

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

## 7. Match

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

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

## 8. Project Income

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

## 9. Subcontracts

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

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

***Describe in the Fiscal Review Comments section.***

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

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

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

## 10. Audits

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

**Single City/County Audit Report** ☐

**Program Specific Audit** ☐

**Other** ☐

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

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

#### **IV. PROGRAM REVIEW**

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

##### **1. Governing Body**

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities?

**Yes** ☐ **No** ☐ **N/A** ☐

1b. If so, has this body been formed and is it meeting as required?

**Yes** ☐ **No** ☐ **N/A** ☐

1c. Are all of the required members participating?

**Yes** ☐ **No** ☐ **N/A** ☐

##### **2. Evidence-Based Interventions**

2a. List all interventions being used by the grantee.

***List in the Program Review Comments section.***

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

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

##### **3. Assessments**

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

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

##### **4. Staff Training**

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

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

Yes ☐ No ☐**5. Policies & Procedures**

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project? Yes ☐ No ☐

5b. Are they accessible to staff? Yes ☐ No ☐

**6. Case Management/Tracking**

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

Yes ☐ No ☐ N/A ☐

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

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

**7. Source Documentation**

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the clients served. Yes ☐ No ☐ N/A ☐

**8. Progress Reports**

8a. Progress Reports are current. Yes ☐ No ☐

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. Yes ☐ No ☐

***If no, explain in the Program Review Comments section.***

**9. Problems**

The Grantee has experienced operational or service delivery problems.

***If yes, explain in the Program Review Comments section.*** Yes ☐ No ☐

**10. Sustainability**

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? Yes ☐ No ☐

***Describe in the Program Review Comments section.***

**11. Other Requirements Reviewed**

Per this site visit review, programmatic requirements specific to this grant program are being met. Yes ☐ No ☐

**Field Representative Comments for the Program Review Section:**

***Number comments to correspond to Program Review items.***

## V. DATA COLLECTION AND EVALUATION

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### 1. Evaluator

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

Yes ☐ No ☐ N/A ☐

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

### 2. Evaluation Plan

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

Yes ☐ No ☐ N/A ☐

### 3. Preliminary Evidence

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

## VI. MONITORING SUMMARY

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### 1. Outcome of Visit

1a. Does the project generally meet BSCC grant requirements? Yes ☐ No ☐

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

1c. Describe here:

### 2. Technical Assistance

2a. Does the Grantee have any technical assistance needs? Yes ☐ No ☐

2b. Describe here:

## APPENDIX 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

[http://www.bscc.ca.gov/s\\_evidence-basedpractices\(ebp\).php](http://www.bscc.ca.gov/s_evidence-basedpractices(ebp).php)

California Institute of Behavioral Health Solutions

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

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

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

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

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

Find Youth Information

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

Justice Research and Statistic Association

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

National Criminal Justice Reference Service (NCJRS)

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

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

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

National Institute of Corrections

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

National Institute of Justice, New Tool for Law Enforcement Executives

<http://nij.gov/five-things/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide

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

Peabody Research Institute, Vanderbilt University, Director Mark Lipsey

<http://peabody.vanderbilt.edu/research/pri/publications.php>

Promising Practices Network

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

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

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

Substance Abuse and Mental Health Services Administration

[www.samhsa.gov/ebpwebguide](http://www.samhsa.gov/ebpwebguide)

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices

<http://www.nrepp.samhsa.gov>

The National Documentation Centre on Drug Use

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

University of Cincinnati, Effective Programs/Curricula Recommendations

[http://www.bscc.ca.gov/downloads/Univ\\_of\\_Cincinnati\\_Curricula\\_Recommendations\\_Oct\\_2011.pdf](http://www.bscc.ca.gov/downloads/Univ_of_Cincinnati_Curricula_Recommendations_Oct_2011.pdf)

Washington State Institute for Public Policy

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

# **Youth Reinvestment Grant Tribal Youth Diversion Grant Program**

## **PROPOSAL PACKAGE COVER SHEET**

**Submitted by:**

<INSERT NAME OF APPLICANT>

**Date submitted:**

<INSERT DATE>

## YRG Tribal Youth Diversion Grant Program Proposal Checklist

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

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

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

**X**

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

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

## Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the tribe submitting the proposal. This tribe will be the lead agency responsible for the overall development, implementation, and oversight of the project.  
  
Eligible applicants are: Federally recognized tribes listed in Appendix A.
- B. Location of Services:** Identify the geographical area where the YRG Tribal Youth Diversion Grant Program will provide funded services and interventions.
- C. Project Title:** Provide the title of the proposed project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposed project. Note: this information will be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Identify the amount of grant funds requested for the proposed project.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

## YRG Tribal Youth Diversion Grant Program Applicant Information Form

**A. APPLICANT:**

NAME OF APPLICANT

STREET ADDRESS

CITY

STATE

ZIP CODE

MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

**B. LOCATION OF SERVICES:****C. PROJECT TITLE:****D. PROJECT SUMMARY (100-150 words):****E. GRANT FUNDS REQUESTED:**

\$0

**F. PROJECT DIRECTOR:**

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

**G. FINANCIAL OFFICER:**

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PAYMENT MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

**H. DAY-TO-DAY PROGRAM CONTACT:**

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

**I. DAY-TO-DAY FISCAL CONTACT:**

NAME	TITLE	TELEPHONE NUMBER
STREET ADDRESS		CITY
STATE	ZIP CODE	EMAIL ADDRESS

**J. AUTHORIZED SIGNATURE\*:**

By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER
STREET ADDRESS	CITY	STATE ZIP CODE
EMAIL ADDRESS		
SIGNATURE		DATE

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

**CONFIDENTIALITY NOTICE:**

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

## **Proposal Abstract**

This section may not exceed 1 page.

## **Proposal Narrative**

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

### **2. Program Description & Work Plan (Percent of Total Value: 50%)**

### **3. Data Collection (Percent of Total Value: 10%)**

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

## **Request for Proposals Additional Documents**

This section must contain no more than 5 pages and must include the project Letter(s) of Commitment.

### YRG Tribal Youth Diversion Project Work Plan

Applicants for Youth Reinvestment Grant funds shall complete a 1-2 page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the YRG Tribal Youth Diversion Project Work Plan, please use the form provided below.

<b>(4) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<b>(5) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<b>(6) Goal:</b>			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date