Residential Substance Abuse Treatment (RSAT) Program

REQUEST FOR PROPOSALS

Eligible Applicants: Local Adult Detention Facilities

Grant Period: July 1, 2021 to June 30, 2024

RFP Released: February 12, 2021

Proposals Due: April 7, 2021

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
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CONFIDENTIALITY NOTICE

All documents submitted as a part of the RSAT proposal are public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § § 6250 et seq.)

PART I: GRANT INFORMATION

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the federal Residential Substance Abuse and Treatment (RSAT) Grant Program.

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

The BSCC will accept and respond to questions about this RFP from February,12 2021 to April 7, 2021.

Proposal Due Date and Submission Instructions

Proposals must be received by 5:00 P.M. on Wednesday, April 7, 2021. Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed proposal package. Please submit one (1) completed proposal package via email to: BSCCrsat_grants@bscc.ca.gov.

A complete proposal package includes a scanned copy of the signed proposal and all required attachments as described on the Proposal Checklist (page 18). If the BSCC does not receive the proposal package on or before the due date and time noted above, the proposal **will not** be considered.

Bidders' Conferences

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

RSAT Bidders' Conference

- Wednesday March 3, 2021 | 10:00 A.M.
- Join Via Zoom: https://us02web.zoom.us/j/87506898089?pwd=SEZCQVNzZ0tLcFNmQ0VzbDQ3RjZZUT09
- Meeting ID: 875 0689 8089 | Passcode: 406571

Applicants interested in attending the Bidders' Conference are asked to submit an RSVP to BSCCrsat_grants@bscc.ca.gov. When responding, please include the name, title, and agency that the attendee(s) will be representing.

Please note: The RSAT Grant Program Bidders' Conference will be recorded and posted to the BSCC website for future reference.

Background Information

The BSCC is the Designated State Administrative (DSA) agency for the RSAT Program, federally funded through the Bureau of Justice Assistance (BJA) as identified via Catalog of Federal Domestic Assistance CFDA number 16.593. The RSAT Program assists states and local governments in developing and implementing substance use disorder treatment programs in state, local, and tribal correctional and detention facilities, and supports efforts to create and maintain community-based aftercare services for offenders. Historically, the California RSAT Program has funded local detention facilities to provide in-custody treatment services with an aftercare component requirement placed on the grantees. Awards are made in the federal fiscal year of the appropriation. A total of $2,000,000 in federal funding is available statewide for the 2021 California RSAT program.

BSCC Executive Steering Committee Process

RSAT Executive Steering Committee

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

demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks, including the development of RFPs for grant funds. ESCs submit grant award recommendations to the BSCC Board and the Board then approves, rejects or revises those recommendations. Members of the ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The RSAT ESC includes a cross-section of subject matter experts on community engagement, prevention and intervention programs, law enforcement strategies, and rehabilitation and reentry, including individuals who have been impacted by the criminal justice system. A list of ESC members can be found on page 65 of this RFP.

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

Project Description

The principle purpose of the RSAT Program is to break the cycle of drugs and violence by reducing the demand, use, and trafficking of illegal drugs.

Eligibility
Counties that operate adult local detention facilities are eligible to apply and receive funding for the grant period. Only one proposal per county may be submitted. A duly authorized county officer or department head responsible for the operation of the local detention facility may submit the proposal on behalf of the county.

While the intent is to receive a wide range of proposals representing California's diverse detention facilities, only the most meritorious proposals will be funded. Departments that have already developed RSAT substance abuse treatment programs but are seeking to continue or expand upon those efforts, as well as departments considering implementing a program for the first time, are encouraged to apply. Programs previously awarded BJA RSAT funds through BSCC are eligible to apply.

Applicants must be able to provide a jail-based substance use disorder treatment program that includes aftercare services. RSAT funding may be used for the in-custody component, the aftercare component or both. Applicants will be expected to identify any non-grant related funding that will be leveraged to support the overall program.

Grant Period
Successful applicants will be funded for a three-year cycle, with the first year commencing July 1, 2021 and ending on June 30, 2022. A non-competitive Request for Application (RFA) for continuation funding will be issued for the second year (July 1, 2022 - June 30, 2023) and the third year (July 1, 2023 - June 30, 2024). Continued funding for the second and third years is contingent on the amount and availability of federal funding and on

compliance with the RSAT program requirements. Applicants shall build their proposal, objectives, activities, and budget information for the first 12 months of the grant cycle.

The Coronavirus (COVID-19) pandemic has had a far-reaching impact to the existing (4) RSAT projects under contract from July 1, 2018 to June 30, 2021. These grantees were often unable to implement programs and deliver services as intended due to COVID-19. In the event that these existing projects are awarded funding through this new competitive RFP, the project start date for these sites will be delayed up to six-months to afford these projects additional time to expend remaining funds on the 2018-2021 grant and to increase the likelihood that substance-abuse treatment can be delivered as originally intended.

Funding Amount
A total of $2,000,000 in federal RSAT funding is available statewide. Adult detention facilities will be allowed to request up to a maximum of $500,000 for the period of July 1, 2021 through June 30, 2022 with the possibility of two additional years (see Grant Period above). Applicants are encouraged to request only the amount of funds needed to support their proposal and not base the request on the maximum allowed. A 25 percent (25%) match of the funds awarded to the recipient (cash or in-kind) and utilization of 5% of the total project budget for the Local Evaluation Plan and Report are required.

Program Goal and Design

The goals of the RSAT Program are to enhance the capability of states, and units of local and tribal government to provide substance use disorder treatment for incarcerated inmates; prepare offenders for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assist offenders and their communities through the reentry process by delivering community-based treatment and other broad-based aftercare services. As previously indicated, the California RSAT funding for this grant period will be used to support local jail-based programs which must include both an “in-jail” component and an “aftercare” component. Funding may be directed at either the in-custody portion of the project, the aftercare portion, or both.

The program design must:

- Engage participants for at least three months and no more than 12 months.
- Focus on the inmate’s substance use diagnosis and addiction-related needs.
- Develop the inmate’s cognitive, behavioral, social, vocational, and other skills to solve the substance use and related problems.
- Prepare participants for successful community reintegration that may include post-release referral to appropriate evidence-based aftercare treatment and/or service providers including those that support the use of medication-assisted treatment.
- To the extent possible, jail-based programs should separate the treatment population from the general correctional population and program design should be based on evidence-based and evidence-supported practices.

- Require urinalysis and/or other proven reliable forms of drug and alcohol testing for program participants, including both periodic and random testing of:

    1) The participant before he or she enters the in-jail component of the RSAT program;
    2) During the period in which the individual participates in the in-jail component of the RSAT program;
    3) The participant who has exited the in-jail component of the RSAT program if the individual remains in-custody; and
    4) To the extent possible, the participant who has exited the in-jail component of the RSAT program and has been released from custody under supervision that includes drug and alcohol testing.

- Provide aftercare services for up to one year to those individuals who have completed the in-jail component of the RSAT program.
- Provide coordination between the in-jail treatment program and other social service and rehabilitation programs, such as education and job training, parole supervision, halfway houses, self-help, and peer group programs.
- Collaborate with local authorities and organizations involved in substance use disorder treatment to assist in the placement of program participants into community substance abuse treatment facilities or non-residential aftercare services upon release.
- Coordinate aftercare services with local Substance Use Disorder Treatment and Behavioral Health Services Administration.
- When possible, leverage drug Medi-Cal services to fund aftercare treatment.

Evidence-based and Data-Driven Approaches [1]

The BSCC is committed to supporting programs, practices, and strategies that are rooted in evidence and supported by data to produce better outcomes for the criminal and juvenile justice systems, and for the individuals who are involved in those systems.

Applicants seeking funding through this grant process will be required to demonstrate that services are directly linked to the implementation of evidence-based and promising practices and strategies that reduce recidivism. The following information is offered to help applicants in understanding the BSCC's broad view of evidence-based and promising practices that are supported by data and research:

The concept of evidence-based practices was developed outside of the criminal justice arena and is commonly used in other applied fields such as medicine, nursing and social work. In criminal justice, this term emphasizes measurable outcomes, and ensuring services and resources are actually effective in promoting rehabilitation and reducing recidivism. On a basic level, evidence-based practices include the following elements:

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);

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

2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involves using research and scientific studies to identify interventions that reliably produce significant reductions in recidivism when correctly applied to target populations through the use of the following four (4) principles of effective intervention:

- Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting higher risk individuals.
- Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
- Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
- Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes but is not limited to:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches that includes cultural and linguistic competencies;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs/responsivity assessment tools;
- Data collection and analysis;
- Use of case management strategies;
- Use of programs known to produce positive criminal justice outcomes;
- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs, service delivery, and policies;
- A “systems change approach” to develop collaborations so tasks, functions and sub-units work effectively together and not at cross-purposes; and
- A focus on sustainability.

In discussions of evidence-based practices in criminal justice, it is common to distinguish between programs, strategies and promising practices/approaches.

Programs are designed to change the behavior of individuals in the criminal justice system and are measured by individual-level outcomes. For example, programs aiming to reduce substance use and antisocial behavior include Cognitive Behavioral Therapy, Behavioral Programs and Social Skills Training.

Strategies may include programs to change individual behavior; however, this term is often used to describe a general intervention approach that supports larger community or organizational level policy objectives. For example, case management is applied to improve the overall effectiveness and efficiency of criminal and juvenile justice agencies, while pretrial assessment is designed to enable informed decisions about which arrested

defendants can be released pretrial without putting public safety at risk. Strategies can also refer to the application of effective practices that are correlated with a reduction in recidivism, such as the use of assessment tools, quality assurance protocols, and delivery of interventions by qualified and trained staff.

Promising practices/approaches, for purposes of this grant work, can be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to conclude the success was due to the program or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and promising practices/approaches is a difference in degree on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods used.

Applicants seeking to implement promising programs, approaches or strategies must describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the application for funding. Applicants can find information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at https://www.samhsa.gov/ebp-resource-center as well as in Attachment A of this RFP.

Reducing Racial and Ethnic Disparity (R.E.D.) Training Opportunity for Award Recipients Research[2] shows that youth and adults of color are significantly overrepresented in the criminal justice system in California. BSCC supports efforts to reduce racial and ethnic disparities and encourages others to do the same. The BSCC has undertaken a number of activities to ensure that California addresses this concern including trainings.

The applicant should consider how R.E.D. information may influence grant activities in the development of the RSAT grant proposal.

RSAT grant recipients may be included in training opportunities and will be invited to attend R.E.D. training by the BSCC if it is available during the project period. Grantees will be advised of the dates and locations after the start of the grant period. Additional information about R.E.D. can be found at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/ or applicants may contact the R.E.D. Coordinator, Field Representative Timothy Polasik, by telephone at (916) 350-0879 or by email: Timothy.Polasik@bscc.ca.gov

[2] There are multiple studies confirming the disparities in the criminal and juvenile justice systems. BSCC has done extensive work with The W. Haywood Burns Institute (http://www.burnsinstitute.org/) on this issue as well as working with the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (*http://cjjr.georgetown.edu/certprogs/racialdisparities/racialdisparities.html*)
Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)

General 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 Attachment C for a sample contract (State of California: Contract and General Terms and Conditions.

The Grant Agreement start date is expected to be July 1, 2021. 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. Work, services and encumbrances that occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Board Resolution

Applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Attachment D. Grant recipients must have a resolution on file before a fully executed grant agreement can be completed. A signed resolution is not required at the time of proposal submission, but applicants are advised that no financial invoices will be processed for reimbursement until the appropriate documentation has been received by the BSCC.

Match Requirements

As previously mentioned, funding for the RSAT Program requires a 25 percent match of the funds awarded to the recipient (cash or in-kind). Matching funds may be either state or local dollars. Federal funds are not an allowable match source for this grant.

Supplanting

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

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

Audit Requirements

All grantees are required to have an audit completed within 180 days following the completion of the grant period, as specified below. Reasonable and necessary extensions

to the due date may be granted by the BSCC, if requested. A grantee that willfully fails to submit an audit as required may be deemed ineligible for future BSCC grant funds pending compliance with the audit requirements of this grant.

The Grantee must provide to the BSCC copies of reports generated from either:
The annual City/County Single Audit (as submitted to the State Controller's Office), or
A Grant-Specific audit. The audit must cover the entire grant period.

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

Quarterly Invoices
Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices online to the BSCC on a quarterly basis, no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

For additional information, refer to the BSCC Grant Administration Guide, found on the BSCC website.

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

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

Travel

Travel is usually warranted when personal contact by project-related personnel is the most appropriate method of completing project-related business. The most economical method of transportation, in terms of direct expenses to the project and the project-related personnel's time away from the project, must be used. Grantees are required to include sufficient per diem and travel allocations for project-related personnel to attend any required BSCC training conferences or workshops as described in the Request for Proposals and Grant Agreement.

Units of Government

Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency.

Non-Governmental Organizations (NGOs)

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

Out-of-State Travel

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

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

Debarment, Fraud, Theft or Embezzlement

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

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

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

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

Compliance Monitoring Visits
The 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, evaluation and administrative requirements. For your reference, a Sample Monitoring Visit Checklist is contained in Attachment F.

RSAT National Conference
At least one grantee will be invited to attend the National RSAT Conference. This conference typically runs for 2-3 days with no associated registration fees. RSAT grant funds may be used to reimburse departments for travel related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants who would like to be invited to attend this conference may include these costs in the budget section of this application under the "Other" category. Registration information regarding the date, time and location have not yet been determined.

Evaluation Requirements

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

- **Local Evaluation Plan -** The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relationship to each of its goals and objectives identified in the Proposal.

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

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

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. To assist in these efforts, applicants must set aside five (5) percent of the grant award requested for data collection, evaluation, and reporting activities and reflect this amount in the Proposed Budget section of the application.

Note: To the extent the local evaluation plan involves research in which either: (1) data is obtained through intervention or interaction with an individual or (2) identifiable private information is obtained from program participants, the local evaluation plan must comply with the requirements of 28 C.F.R. Part 46. This includes compliance with all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. For additional information on whether 28 C.F.R. Part 46 applies to your local evaluation plan, please see:
https://ojp.gov/funding/Apply/Resources/ResearchDecisionTree.pdf

Overview of the RFP Process

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

Disqualification – PLEASE READ CAREFULLY

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"Disqualification" means the proposal will not move forward to the ESC for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

The following will result in <u>disqualification</u>:

- An electronic version of the complete proposal package is not received by 5:00 p.m. on April 7, 2021.
- The Applicant does not meet the eligibility criteria (see page 4).
- The funding request is more than $500,000 for the period of July 1, 2021 through June 30, 2022.
- A 25% match (cash or in-kind) is not provided.
- A minimum of 5% of the total program budget is not allocated for evaluation.
- The Proposal Narrative does not meet the narrative formatting requirements listed below:
  - Arial 12-point font
  - One-inch margins on all four sides
  - 1.5-line spacing
- The Proposal Narrative exceeds 20 numbered pages in length.
- The Budget Attachment is incomplete, or the total amount included in the budget table does not match the requested amount included elsewhere in the application.
- The Proposal Package does not contain all required sections:
  - Coversheet – accurately completed
  - RSAT Proposal Checklist – filled out and signed
  - Applicant Information Form – completed and signed with a digital signature OR a wet signature that will be scanned with the completed proposal package
  - Proposal Narrative
  - Budget Table Template with narrative
  - RSAT Implementation Workplan (Attachment G)
  - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Attachment E) – completed and signed

Rating Process
Unless disqualified, proposals will advance to the Proposal Rating Process. The RSAT Grant Program ESC will then read and rate proposals in accordance with the prescribed rating factors listed in the table below.

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

At the conclusion of this process, applicants will be notified of the ESC's funding recommendations. It is anticipated that the BSCC Board will act on the recommendations at its meeting on June 10, 2021. Applicant agencies and partners are not to contact members of the ESC or the BSCC Board to discuss proposals.

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

RSAT Grant Program Rating Factors and Point Values

Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
Project Need	0 - 5	20%	40
Project Description	0 - 5	50%	100
Organizational Capacity and Collaboration	0 - 5	15%	30
Project Evaluation	0 - 5	10%	20
Project Budget	0 - 5	5%	10
Maximum Proposal Score		**100%**	**200**

PLEASE NOTE: TO BE CONSIDERED FOR FUNDING, THE FOLLOWING THRESHOLD SCORE MUST BE MET: A MINIMUM WEIGHTED SCORE OF 120 (60% OF THE 200 TOTAL POSSIBLE WEIGHTED SCORE)

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

Six-Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	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.

Summary of Key Dates

The table below shows a timeline with key dates related to implementation of the RSAT Grant.

ACTIVITY	TENTATIVE TIMELINE
Release Request for Proposals (RFP) Solicitation	February 12, 2021
Zoom Bidders' Conference	March 3, 2021
Letter of Intent Due to the BSCC	March 12, 2021
Proposals Due to the BSCC	April 7, 2021
Proposal Rating Process and Development of Funding Recommendations	April - June 2021
BSCC Board Considers Funding Recommendations	June 10, 2021
New Grants Begin	July 1, 2021
Grantee Orientation	TBD August 2021

PART II: PROPOSAL INSTRUCTIONS

The following items are included in this section:

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

Residential Substance Abuse Treatment (RSAT) Grant

PROPOSAL PACKAGE

COVER SHEET

Submitted by:

INSERT NAME OF APPLICANT

Date submitted:

INSERT DATE

RSAT Proposal Checklist

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

	Required Items:	✓
1	Cover Sheet Insert Applicant Name and Date of Submission	
2	RSAT Proposal Checklist • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	
3	Applicant Information Form • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink	
4	Proposal Narrative • 20 pages or less	
5	Budget Table • 1 page – use template provided in RFP budget section	
6	Budget Narrative	
	Required Attachments	
7	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Use Attachment E template provided) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink)	
8	RSAT Implementation Workplan (Use Attachment G template provided)	
9	In- Custody Program Schedule	
10	Aftercare Program Schedule	
	Optional:	
11	Governing Board Resolution (Attachment D) *Note: The Governing Board Resolution is due prior to Grant Award Agreement, not at time of proposal submission.*	

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

X _____

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

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

Applicant Information Form: Instructions

A. Applicant: Complete the required information for the County Sheriff's Office submitting the proposal.

B. Data Universal Numbers System (DUNS): Provide Data Universal Numbers System (DUNS) number of the applicant.

C. Tax Identification Number (TIN): Provide tax identification number of the Applicant.

D. Project Title: Provide the title of the project.

E. Project Summary: Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.

F. Grant Funds Requested: Identify the amount of grant funds requested.

G. Treatment Components That the RSAT Grant Funds Will Be Used For: Applicants must be able to provide a jail-based substance use disorder treatment program that includes aftercare services. RSAT grant funding may be used for the in-custody component, the aftercare component or both. Identify what components the grant funds will be used for by checking the appropriate box.

H. Project Director: Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

I. Financial Officer: Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

J. Day-to-Day Program Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

K. Day-to-Day Fiscal Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

L. Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

RSAT Applicant Information Form

A. NAME OF APPLICANT			
NAME OF APPLICANT			
B. DATA UNIVERSAL NUMBER SYSTEM (DUNS)		**C. TAX IDENTIFICATION NUMBER (TIN)**	
DUNS #		TIN #:	
STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
D. PROJECT TITLE:			
E. PROJECT SUMMARY (100-150 words):			

F. GRANT FUNDS REQUESTED:	G. TREATMENT COMPONENTS THAT THE RSAT GRANT FUNDS WILL BE USED FOR (check one box):		
$	IN-CUSTODY ☐	AFTERCARE ☐	BOTH ☐

H. PROJECT DIRECTOR:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

I. FINANCIAL OFFICER:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

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

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

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

CONFIDENTIALITY NOTICE

All documents submitted as a part of the RSAT proposal are public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § § 6250 et seq.)

Proposal Narrative Section

Instructions: The Proposal Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **twenty (20) numbered** pages in length. For the Proposal Narrative, address each of the following sections.

1. Project Need
2. Project Description
3. Organizational Capacity and Coordination
4. Project Evaluation

Each section should be titled according to its section header as shown above (e.g., Project Need, Project Description, etc.). Within each section, address the rating criteria provided in a cohesive, comprehensive narrative format. Do not include website links. Addressing each criteria does not in itself merit a high rating; rather, although each criterion is to be addressed, it is the quality of the response to each that will be evaluated.

The 20-page limit in this section does not include the Cover Sheet, Proposal Checklist, Applicant Information Form, Letters of Commitment, In-Custody Program Schedule, Aftercare Program Schedule or other required attachments (see Proposal Checklist).

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

1. **Project Need** (Percent of Total Value: 20%)

Rating Criteria for Project Need (Scored in total, on a scale of 0 – 5)	
1.1	Describe the need(s) related to the goals of the RSAT program.
1.2	Identify service gaps that contribute to the need(s) described above.
1.3	Provide relevant qualitative and/or quantitative data with citations in support of the need(s).
1.4	Describe how racial and ethnic disparity information influences programming choices for in-jail and aftercare services.

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

Rating Criteria for Project Description (Scored in total, on a scale of 0 – 5)	
2.1	Describe the proposed project that will address the need(s) discussed in the Project Needs section. The description should: • Describe the target population which will be the focus of the project, including criteria for including or excluding participants into the program. • Describe the process for assessing the risk, need, and responsivity of program participants.
2.2	Described the proposed services/interventions of the project in relation to the target population, including: • A description of existing and proposed new or enhanced evidence-based substance use disorder treatment programing for the **in-custody** component of the jail-based program (that includes program content, duration, dosage/intensity, criteria for successful completion, drug testing policy and how services will be provided and tracked. Include a program schedule as an attachment). • A description of existing and proposed new or enhanced evidenced-based substance use disorder treatment programing for the **after-care** component that supports successful community reintegration resources and services (that includes program content, duration, dosage/intensity, criteria for successful completion, drug testing policy and how services will be provided and tracked. Include a program schedule as an attachment). • A description of the model of release planning and follow-up in the community, including leveraging other funds (e.g. Drug Medi-Cal) and coordination with human service agencies and other community partners.
2.3	Provide an estimate of the number of individuals to be served.
2.4	Describe the extent to which Medication Assisted Treatment (MAT) may be incorporated into the RSAT program to address opioid use reduction and aftercare needs.
2.5	Describe how the program will approach recidivism reduction.
2.6	Describe how the program will continue to serve the target population during extended emergency situations (e.g. COVID-19, natural disasters).
2.7	Provide a Project Work Plan (Attachment G- Sample) that: • Identifies the project goals and measurable objectives (see Attachment B for definitions) related to the need and intent of the grant.

	• Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, start and end dates, and data to measure outcomes associated with goals. • Is appropriate to the proposed project.

3. Organizational Capacity and Coordination (Percent of Total Value: 15%)

Rating Criteria for Organizational Capacity and Coordination (Scored in total, on a scale of 0 – 5)	
3.1	Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project [include partners' Letter(s) of Commitment, if applicable]. If partners are to be selected after the grant is awarded, then specify the process and criteria for selecting those partners.
3.2	Describe how those providing services to the target population will be involved in the project and demonstrate their experience with serving the target population.
3.3	Provide a plan for how the program can be sustained beyond the grant cycle.

4. Project Evaluation (Percent of Total Value: 10%)

Rating Criteria for Project Evaluation (Scored in total, on a scale of 0 – 5)	
4.1	Describe a plan to determine the staff and/or entity that will conduct the project evaluation and how evaluation activities will be incorporated in the various phases of the project (e.g., implementation, service delivery period).
4.2	Identify and define process and outcome measures that are quantifiable and in line with the goal and objectives of the project and the intent of the grant.
4.3	Describe a plan for monitoring the project to ensure that the project components are implemented as intended.
4.4	Describe a preliminary plan for collecting and evaluating baseline and outcome data related to the outcome measures. Provide data sharing agreements, if necessary.
4.5	Describe the research strategy/methodology used to determine whether the goals identified in the Project Work Plan were achieved.
4.6	Describe previous project evaluation experience and capabilities, including outside resources used.

Project Budget Section

Instructions: The Proposal Budget Section includes a Budget Table and Budget Narrative. The narrative must be 1.5-line spaced and does not have a page limit. Applicants should be aware that budgets will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible for reimbursement. Regardless of any ineligible costs that may need to be addressed post award, the starting budget for the reimbursement invoices and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. All project costs must be directly related to the objectives and activities of the project.

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

Address the rating factor below by completing the Budget Table and Budget Narrative documents (Instructions on the following page).

Rating Criteria for Project Budget (Scored in total, on a scale of 0 – 5)	
5.1	Provide a complete Budget Table that is appropriate for the proposed project.
5.2	Provide budget narrative that relates the expenses to the proposed project and is inclusive of all project components.

5a. Budget Table

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

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

Note:

- Applicants are to copy and paste the Budget Table into a separate document.
- Report amounts in whole dollars only. Please double-check all math.
- Applicants are not required to request funds for every line item in the BSCC Budget. If you are not requesting funds for a certain line item, simply list $0.
- All applicants must contribute a 25 percent (25%) match of the funds awarded to the recipient (cash or in-kind) is required.
- All applicants must allocate a minimum of 5 percent (5%) of total project budget to project evaluation.
- It is not necessary to align grant dollars with match dollars in the same line item, as long as the combined total of Columns B and C equals 25% of the total of Column A.

The federal formula used to calculate the match is:

Award Amount divided by .75%; multiplied by .25%

Example: For an award amount of $350,000, match would be calculated as follows:

$350,000/ 75 percent = $466,667 (total grant funding requested)

25 percent x $466,667 = $116,667 match

- All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC website. Applicants should reference this Guide for definitions and other guidance in preparing a budget.

BUDGET TABLE FY 2021-2022

RSAT Budget Table for _____
Name of Applicant

Total combined project costs of the In- Custody and Aftercare components (include all leveraged funding used to support the overall program): $

Estimated project costs for In- Custody only component (include all leveraged funding used to support the overall program): $

Estimated project costs for Aftercare only component of the program (include all leveraged funding used to support the overall program): $

List all non-RSAT related funding sources that will be leveraged to support the project costs for the In-Custody only component (e.g., general fund, AB 109):

List all non-RSAT related funding sources leveraged to support the project costs for the Aftercare only component (e.g., general fund, AB 109):

BSCC BUDGET
For RSAT Grant Funds Requested

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

What to include in each Budget Line Item:

1. Salaries and Benefits: In this line, include salaries and benefits ONLY for staff of the Applicant. Salaries and benefits associated with partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).

2. Services and Supplies: In this line, include grant funds or match associated with services and supplies purchased or donated by the applicant. Services and supplies purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).

3. Professional Services: In this line item, include grant funds or match associated with public agency or professional consultant subcontracts.

4. Community-Based/Non-Governmental Organization (CBO/NGO) Subcontracts: In this line, include grant funds or match associated with CBO subcontracts.

5. Indirect Costs: Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the project. Indirect costs must be based on either the applicant's approved Indirect Cost Rate Plan or on a Cost Allocation Plan. Indirect cost guidelines can be found in the BSCC Grant Administration Guide, located on the BSCC website.

6. Equipment and Fixed Assets: In this line, include grant funds or match associated with equipment and fixed assets purchased or donated by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Equipment and fixed assets purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).

7. Project Evaluation: In this line, include all grant funds or match associated with evaluation efforts, even if they would otherwise fall into one of the other line items (e.g., Salaries & Benefits or Professional Services).

8. Other (Travel, Training, Etc.): In this line, include ONLY training, travel or other costs encumbered by the Applicant. Training, travel or other costs encumbered by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. CBO Subcontracts, etc.). Note: Out-of-state travel is permissible in certain cases. The use of federal funds for out-of-state travel is monitored very closely. Justification for out-of-state travel (OST) undergoes a high level of review and scrutiny and approval is granted only in limited cases. Even out-of-state travel included in a proposed budget requires separate approval by BSCC.

5b. Budget Narrative

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

The Budget Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced.

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

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

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

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

2. **Services and Supplies**
   Itemize all services and supplies purchased by the applicant.

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

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

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

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

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

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

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

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

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

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

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

6. **Equipment/Fixed Assets**
   Itemize all equipment and fixed assets to be purchased by the Grantee.

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

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

7. **Project Evaluation**
   Itemize all costs associated with evaluation efforts for this project.

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

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

8. Other (Travel, Training, etc.)

Itemize all costs that do not fit into the categories listed above, including travel and training. At a minimum, applicants should budget for attendance at the Grantee Orientation Meeting in Sacramento and the potential cost of attending the National RSAT Conference in Chicago.

a. Grant Funds Requested: $

Narrative Detail:

b. Match: $

Narrative Detail:

PART III: ATTACHMENTS

RSAT Attachments

This section includes the following attachments:

- Attachment A - Evidence-Based Resources
- Attachment B - Glossary of Terms
- Attachment C - Sample Grant Agreement
- Attachment D - Sample Governing Board Resolution
- Attachment E - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
- Attachment F - Sample Comprehensive Visit Monitoring Tool
- Attachment G – RSAT Implementation Workplan
- Attachment H - Sample Progress Report

Attachment A: 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
https://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions
http://www.cibhs.org/evidence-based-practices-0

Coalition for Evidence-Based Policy
http://evidencebasedprograms.org/

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

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

Find Youth Information
https://youth.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
https://peabody.vanderbilt.edu/research/

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
https://www.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/univ_of_cincinnati_curricula_recommendations_oct_2011/

Washington State Institute for Public Policy
http://www.wsipp.wa.gov/

Attachment B: Glossary of Key Terms

Recidivism
Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed (date of offense) within three years of placement on supervision for a previous criminal conviction.
https://www.bscc.ca.gov/s_recidivism/

Community-based Organization
A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In this Request for Proposals, CBOs and nonprofit organizations are referred to as Non-Governmental Organizations (NGOs).

Process Evaluation versus Outcome Evaluation

Process Evaluation[3]
The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?" Examples of process measures could include:

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

Outcome Evaluation[4]
The purpose of the outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures include:

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

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

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[3]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/njjec/publications/program-evaluation.pdf.
[4] *Id* at pp. 7-8.

Goal versus Objective

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program[2].

Examples of goal statements[5]:

- To reduce the number of serious and chronic program participants.
- To reduce the number of program participants with addiction-related needs.
- To increase the amount of in-custody treatment provided to program participants.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements[9]:

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[6]:

- By the end of the program, drug-addicted participants will recognize the long-term consequences of drug use.
- To place eligible participants in an aftercare services within two weeks of release to ensure participants accountability and community safety.
- To ensure that participants carry out all of the terms of their probation.
- To place eligible participants in job training within 8 weeks.

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.[11] 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[12] ; Cullen and Gendreau, 2000[13] ; Lipsey 1999[14]), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

[5] *Id. at p. 4.*
[6] *Id.*

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

[11] For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. Offender rehabilitation: Effective correctional intervention. Brookfield, Vt.: Ashgate Darthmouth.

[12] 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.

[13] 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.

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

Attachment C: Sample Grant Agreement & General Terms and Conditions

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID:	
AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC XXX- 20	

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
XXX

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Exhibit E	2019 RSAT Federal Conditions	12
Attachment 1*	Residential Substance Abuse Treatment (RSAT) Program Request for Proposals	*
Attachment 2	Residential Substance Abuse Treatment (RSAT) Program Grant Proposal	XX
Appendix A	Residential Substance Abuse Treatment (RSAT) Program Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

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

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
XXX	XXX	XX	XXX
PRINTED NAME OF PERSON SIGNING	TITLE		
XXX	XXX		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

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

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

SAMPLE

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Project summary here…

B. Grantee agrees to administer the project in accordance with Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposals (incorporated by reference) and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Designated Financial Officer authorized to receive warrants:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Project Director authorized to administer the project:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

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

SAMPLE

EXHIBIT A: SCOPE OF WORK

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

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposals and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal.

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods	Due no later than:
1. July 1, 2021 to September 30, 2021	November 15, 2021
2. October 1, 2021 to December 31, 2021	February 15, 2022
3. January 1, 2022 to March 31, 2022	May 15, 2022
4. April 1, 2022 to June 30, 2022	August 15, 2022

B. **Evaluation Documents**

	Due no later than:
1. Local Evaluation Plan	October 1, 2021
2. Final Local Evaluation Report	October 1, 2024

6. PROJECT RECORDS

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

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

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

SAMPLE

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

B. In cases of an actual conflict of interest with an e, 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.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving $750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the $750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-

SAMPLE

EXHIBIT A: SCOPE OF WORK

Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend $750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:	Due no later than:
1. July 1, 2021 to September 30, 2021	November 15, 2021
2. October 1, 2021 to December 31, 2021	February 15, 2022
3. January 1, 2022 to March 31, 2022	May 15, 2022
4. April 1, 2022 to June 30, 2022	August 15, 2022

B. All project expenditures and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2022, and included on the invoice due August 15, 2022. Project expenditures incurred after June 30, 2022 will not be reimbursed.

C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

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

3. BUDGET CONTINGENCY CLAUSE

A. The RSAT Program is federal funded through the BJA as identified via Catalog of Federal Domestic Assistance CFDA number 16.593. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and the State of California. 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 funds.

C. If RSAT funding is reduced or falls below estimates contained within the Residential Substance Abuse Treatment (RSAT) Program Request for Proposal, 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.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

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

C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

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

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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

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

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

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

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

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

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

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

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

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

SAMPLE

EXHIBIT C: 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).)

SAMPLE

EXHIBIT D: 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 are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposals and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal.

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. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposal and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. 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

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the 2021 RSAT Request for Proposal 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. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E 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 Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposal and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal.

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EXHIBIT D: 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 breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposal and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal, or approved modifications;

3) failure to provide the required local match share of the total project costs; and

4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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. 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.

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at:
http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide), including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is accessible at: https://ojp.gov/financialguide/DOJ/index.htm

4. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient will promptly notify, in writing, the grant manager for this OJP award.

5. Requirements related to System for Award Management and Universal Identifier Requirements

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of all obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

6. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide, accessible at: https://ojp.gov/financialguide/DOJ/index.htm

10. Requirement for data on performance and effectiveness under the award

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

11. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

12. Effect of failure to address audit issues

The Grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination of the basis of sex in certain “education programs.”

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are incorporated by reference and are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select “submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

20. Restrictions and certifications regarding non-disclosure agreements and related matters

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

No Grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2) If the Grantee does or is authorized under this award to make subgrants, procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subgrantee or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this

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award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The Grantee agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

24. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).

25. The Grantee agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

26. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

27. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

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28. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

29. The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at:
https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-J2-BX-0023 and No. 2019-J2-BX-0011 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

31. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

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32. The Grantee understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.

33. The Grantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

35. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must –

   a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(l).

   b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

      (1) this award requirement for verification of employment eligibility, and

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EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

(2) the associated provisions.in 8 U.S.C. 1324a(a)(l) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of8 U.S.C. 1324a(a)(l).

d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

a. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SAMPLE

EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

e. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient al any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(I) and (2).

Questions about E-Verify should be directed to OHS. For more information about E-Verify visit the E-Ve1ify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

36. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.3 l 9(a) (generally requiring "[a]II procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify lo do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.
200.3 I 9(a) or as specifically authorized by USDOJ.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rule of construction

SAMPLE

EXHIBIT E: 2019 RSAT FEDERAL CONDITIONS

1. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of(or in providing goods or services to or on behalf of) the federal governn1ent, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

37. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under l 8 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/lnteract-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

SAMPLE

APPENDIX A: RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM EXECUTIVE STEERING COMMITTEE ROSTER

Residential Substance Abuse Treatment (RSAT) Program Executive Steering Committee

	Name	Title	Organization
1	Dean Growdon, Chair	Sheriff-Coroner	Lassen County Sheriff's Department & BSCC Board Member
2	Douglas Snell	Captain, Prison Programs	California Department of Corrections and Rehabilitation
3	Renee Smith	Criminal Justice Program Services Manager	Solano County Sheriff's Office
4	Jared Sparks	Lieutenant	Inyo County Sheriff
5	Jennifer Kaufman	Bureau Chief	Los Angeles County Probation

SAMPLE

APPENDIX B
CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING RSAT FUNDS

The RSAT Request for Proposal includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any RSAT funds.

Any non-governmental organization that receives RSAT grant funds (as a subgrantee, or subcontractor) must:

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

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

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

Grantee:

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

Grantees are required to update this list and submit it to 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

SAMPLE

APPENDIX B
CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING RSAT FUNDS

requirements listed in the RSAT RFP. These records will be subject to all records and retention language in the Standard Agreement.

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

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

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

SAMPLE

Attachment D: Sample Governing Board Resolution

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

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

WHEREAS the (insert name of Lead Agency) desires to participate in the Residential Substance Abuse Treatment Program (RSAT) Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

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

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

BE IT FURTHER RESOLVED that the (insert name of Lead Agency) agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

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

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

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

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

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

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

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

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

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

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

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

Attachment F: Example of BSCC Comprehensive Monitoring Visit Tool

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

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:

SAMPLE

I. ADMINISTRATIVE REVIEW

1. Executed Agreement
The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable).

Yes ☐ No ☐

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

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

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

5. Timesheets
5a. The Grantee maintains timesheets on all staff charged to the grant (including those claimed as match). Note: Estimates and/or percentages are not acceptable.

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

Yes ☐ No ☐ N/A ☐

SAMPLE

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

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

9. Budget Modifications

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

Yes ☐ No ☐ N/A ☐

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

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

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

Yes ☐ No ☐ N/A ☐

Field Representative Comments for Administrative Review Section:

Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

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

1. Equal Employment Opportunity Plan

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

Yes ☐ No ☐

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

2. EEOP Short Form

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

SAMPLE

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 ☐**

SAMPLE

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

8. Findings

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

Yes ☐ No ☐ N/A ☐

9. Limited English Proficiency

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

10. Training

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

11. Religious Activities

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs? **Yes ☐ No ☐ N/A ☐**

Field Representative Comments for Civil Rights Review Section:

Number comments to correspond to the Civil Rights Review items.

SAMPLE

III. FISCAL REVIEW

1. Budget File

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

2. Fiscal Policies and Procedures

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

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

3. Invoices

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

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

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

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

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

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

4. Tracking

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

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

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

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

SAMPLE

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 ☐**

SAMPLE

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

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

10. Audits

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

- Single City/County Audit Report ☐
- Program Specific Audit ☐
- Other ☐

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

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

IV. PROGRAM REVIEW

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

1. Governing Body

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

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

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

2. Evidence-Based Interventions

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

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

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

SAMPLE

3. Assessments

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

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

4. Staff Training

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

SAMPLE

11. Other Requirements Reviewed

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

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

V. DATA COLLECTION AND EVALUATION

1. Evaluator

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

Yes ☐ No ☐ N/A ☐

If yes, list name of organization and describe the relationship in the Data Collect6ion and Evaluation Comments section.

2. Evaluation Plan

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

3. Preliminary Evidence

3a. Do the data collection efforts show any preliminary evidence that could impact the project? **Yes ☐ No ☐ N/A ☐**

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

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

VI. MONITORING SUMMARY

1. Outcome of Visit

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

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

1c. Describe here:

2. Technical Assistance

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

2b. Describe here:

SAMPLE

Attachment G: RSAT Implementation Workplan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's top three goals and objectives; (2) identify how the top three goals will be achieved in terms of the activities, responsible staff/partners, start and end dates, and outcome measures; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. To build the RSAT Project Work Plan, please use the form provided below. This form does NOT count toward the 20-page limit for the Proposal Narrative.

(1) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			
List data and sources used to measure outcomes:			

(2) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			
List data and sources used to measure outcomes:			

(3) Goal:	

Objectives (A., B., etc.)	A. B. C.	
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline: Start Date / End Date
1. 2. 3.		
List data and sources used to measure outcomes:		

Attachment H: Sample Progress Report

SECTION 1: PROJECT INFORMATION			
Grantee:			
Award Amount		Grant Award Number:	
Prepared by:		Phone Number:	
Title:		Date Submitted:	
Address:			

REPORTING QUARTERS

SECTION 2: GENERAL AWARD INFORMATION	
1. Federal Award Amount:	
2. Amount Invoiced Year-to-Date (Sum of Quarterly Invoices):	
3. Percent of Award Invoiced to Date (Amount above/Annual Award):	
4. In relation to the expenditure status as identified above, are federal funds being expended as planned and on the schedule provided in your RSAT application?	
5. If not, please explain why, and describe what expenditure plans exist for the duration of the grant period:	
6.Are matching funds being claimed or expended as planned?	
7. If not, please explain why, and describe what expenditure plans exist for the duration of the grant period:	

8. Was there grant activity during the reporting period? Grant activity is defined as any proposed activity in the BJA-approved grant application that is implemented or executed with BJA grant funds.	
9. If No, please explain:	
10. Staffing – Indicate whether all positions included in the application have been filled:	
11. If positions remain unfilled, what is the plan and anticipated outcome for staffing of the program? Are surplus funds anticipated due to salary savings, and what is the plan for these funds?	

12. Please enter the amount of BJA funds (in dollars) including matching funds, spent in your RSAT program during the reporting period for the following areas:

Line Item	Grant Funds	Match Funds
A. Personnel		
B. Fringe Benefits		
C. Supplies		
D. Equipment		
E. Contract/Consultant Fees		
F. Construction		
G. Indirect Costs		
H. Other		

SECTION 3: PROGRAM CHARACTERISTICS

1. In the chart below, list the evidence-based substance abuse treatment programs that are implemented by your project. Provide a description, indicate the research or literature that supports it as being evidence-based, and check whether it meets the criteria as being effective, promising, or no effect/insufficient information.

Name of evidence-based substance abuse treatment program:	Brief Description:	Research or literature supporting program as being evidence-based:	Effective Program, Promising Program, or Insufficient Information:

2. In the chart below, list other evidence-based programs or practices that are implemented by your project. Provide a description, indicate the research or literature that supports it as being evidence-based, and check whether it meets the criteria as being effective, promising, or no effect/insufficient information.			
Name of evidence-based substance abuse treatment program:	Brief Description:	Research or literature supporting program as being evidence-based:	Effective Program, Promising Program, or Insufficient Information:

SECTION 4: JAIL/PRISON -BASED PROGRAMS-STAFF TRAINING	
1. Please enter the number of treatment staff who work directly with participants in the RSAT program. Staff is defined as all treatment employees, including but not limited to program managers, case managers, and clinicians. Do NOT count the number of mentors, volunteers, or interns.	
2. Of those reported in '1', how many are paid for at least partially using BJA program funds, including matching funds?	
3. Please enter the number of treatment staff members who were cross trained in the jail/prison-based portion of the RSAT program. This information should be based on the number of treatment staff or uniformed officers who received training in the implementation of assessment instruments, motivational interviewing (MI) techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.	
4. Please enter the number of custody staff who were cross trained in the jail/prison-based portion of the RSAT program. This information should be based on the number of custody staff/uniformed officers who received training in the implementation of assessment instruments, motivational interviewing (MI) techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.	
SECTION 5: RISK ASSESSMENT AND TREATMENT PLANNING Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	

1. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number of jail/prison-based participants who were administered a risk and need assessment. A risk and need assessment is an instrument to help identify factors that may lead a participant to reoffend. It pinpoints needed services to minimize those risks. Only include those individuals who have been admitted to the RSAT program.	
2. Please name the risk assessment instrument(s) that is used to assess risk/need:	
3. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number of such individuals who were identified as having high criminogenic risks, such as significant substance abuse treatment needs. Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for the RSAT program.	
4. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number with an individualized treatment plan. The number entered should be equal to or less than the number of participants currently enrolled and should be based on an unduplicated count of participants with an individualized treatment plan. Participants with updated individualized treatment plans should be counted only once.	
5. Please enter the total number of participants screened for entry into the jail-based RSAT program during the reporting period.	
6. Please enter the total number of jail/prison-based participants enrolled in the RSAT program for the reporting period.	
7. Please enter the number of NEW jail/prison-based participants admitted during the reporting period.	
SECTION 6: AMOUNT OF SERVICES PROVIDED Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	
1. Please enter the number of jail/prison-based participants who were provided services during the reporting period with BJA RSAT program funds through the following treatment components.	

A. Substance abuse and treatment services:	
B. Cognitive and behavioral services (cognitive behavioral services include interventions that address criminal thinking and antisocial behavior):	
C. Employment services:	
D. Housing services:	
E. Mental health services:	
F. Other services:	
Please describe "Other Services" below:	
2. Please enter the number of jail/prison-based participants who were provided with continuity of care arrangement or reentry or transitional planning services during the reporting period.	
3. Please enter the number of participants who successfully completed all requirements of the jail/prison-based portion of your RSAT program during the reporting period, and indicate the timeframes in which they were in the program.	
A. 0-3 months:	
B. 4-6 months:	
C. 7-9 months:	
D. 10 months or more:	
E. Total number of individuals who successfully completed the RSAT Program:	
4. Of those jail/prison-based participants who successfully completed all program requirements, please enter the number who were released to the community during the reporting period.	
A. Number of jail/prison-based successful completers released to the community:	
B. Of that number, how many individuals were released under correctional supervision:	
C. Of the number of successful completers released to the community, how many individuals were referred to an aftercare program. Aftercare programs are defined in 42 U.S.C. 3796ff-1©:	
5. Of those jail/prison-based program individuals that successfully completed, and were released to the community, please enter the number with a continuity of care arrangement or reentry or transitional plan. The number should be based on the number of participants with active treatment plans that continue in the community and on participants who receive referrals for services after their release into the community.	

6. Please enter the number of participants who left the program without successfully completing all requirements of the jail/prison-based portion of your RSAT program during the reporting period, and indicate the timeframes in which they were in the program.	
A. 0-3 months:	
B. 4-6 months:	
C. 7-9 months:	
D. 10 months or more:	
E. Total number of individuals who left without successfully completing the RSAT Program:	
SECTION 7: Jail/Prison-Based Incompletes Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	
For participants not successfully completing the jail/prison-based portion of the RSAT program, please provide the following:	Number
A. Number of participants who left without successfully completing the RSAT Program due to termination for a new charge.	
B. Number of participants who left without successfully completing the RSAT Program due to release or transfer to another correctional facility.	
C. Number of participants who left without successfully completing the RSAT Program due to death or serious illness.	
D. Number of participants who left without successfully completing the RSAT Program due to voluntary drop out.	
E. Number of participants who left without successfully completing the RSAT Program due to failure to meet the program requirements.	
F. Number of participants who left without successfully completing the RSAT Program due to violation of institutional rules.	
G. Number of participants who left without successfully completing the RSAT Program for other reasons (please specify below).	
SECTION 8: ALCOHOL AND SUBSTANCE INVOLVEMENT Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	

1. Please enter the number of jail/prison-based participants who were administered an alcohol/drug test (e.g., urinalysis test) before admission into your RSAT program. As a requirement, grantees must agree to implement or continue to require urinalysis or other proven reliable forms of testing, including both periodic and random testing (1) of an individual before the individual enters an RSAT program and during the period in which the individual participates in the treatment program; and (2) of an individual released from an RSAT program if the individual remains in the custody of the state.	
2. Of those enrolled in the jail-based portion of the RSAT program, please enter the total number of participants tested for alcohol or illegal substances during the reporting period. This should represent the total number of RSAT participants who were given drug tests. The number entered should be an unduplicated count only of participants who were tested for alcohol or illegal substances, and it should be equal to or greater than the number of participants who tested positive. If not, please check for data entry error.	
3. Of those enrolled in the jail/prison-based portion of the RSAT program, please enter the number of participants who tested positive for the presence of alcohol or illegal substances, during the reporting period. The number entered should be an unduplicated count only of participants who tested positive for alcohol or illegal substances, and it should be equal to or less than the total number of participants tested. If not, please check for data entry error. Alcohol and substance use information should be based on documented tests rather than self-reported information from program participants. Include all participants who received services during the reporting period, regardless of whether they successfully completed the RSAT program, left without completing it, or currently enrolled.	
4. During the reporting period, please enter the number of participants who were administered an alcohol/drug test (e.g., urinalysis test) within 30 days after successfully completing your residential drug treatment program and are still under supervision of the program.	
5. Of that number, how many tested positive for alcohol or illegal substances after program completion?	

SECTION 9: AFTERCARE PROGRAMS Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	
1. Of those who entered the AFTERCARE portion of the RSAT program during the reporting period, please enter the number of participants who were administered a risk and need assessment. A risk and need assessment is an instrument to help identify factors that may lead a participant to reoffend. It pinpoints needed services to minimize those risks. Only include those individuals who have been admitted to the RSAT program.	
2. Please name the risk assessment instrument(s) that is used to assess risk/need:	
3. Of those who entered the AFTERCARE portion of the RSAT program during the reporting period, please enter the number of such individuals who were identified as having high criminogenic risks, such as significant substance abuse treatment needs.	
4. Of those who entered the AFTERCARE portion of the RSAT program during the reporting period, please enter the number of participants who have an individualized treatment plan. The number entered should be equal to or less than the number of participants currently enrolled and should be based on an unduplicated count of participants with an individualized treatment plan. Participants with updated individualized treatment plans should be counted only once.	
SECTION 10: NUMBER OF PARTICIPANTS RECEIVING AFTERCARE SERVICES Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	
1. Please enter the total number of aftercare participants who enrolled in the RSAT program as of the last day of the reporting period.	
2. Please enter the total number of aftercare participants who were screened for entry in the aftercare program during the reporting period.	
3. Please enter the number of NEW aftercare participants admitted during the reporting period.	

4. Of those newly admitted aftercare participants released to the community, please enter the number with a continuity of care arrangement or reentry or transitional plan. The number should be based on the number of participants with treatment referrals for services after their release into the community.	

SECTION 11: AMOUNT OF AFTERCARE SERVICES PROVIDED

Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.

1. Please enter the number of AFTERCARE participants who were provided services during the reporting period with BJA RSAT program funds through the following treatment components:	
A. Substance abuse and treatment services:	
B. Cognitive and behavioral services (cognitive behavioral services include interventions that address criminal thinking and antisocial behavior):	
C. Employment services:	
D. Housing services:	
E. Mental health services:	
F. Other services:	
Please describe "Other Services" below:	

SECTION 12: AFTERCARE PROGRAM COMPLETION

Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.

3. Please enter the number of participants who successfully completed all requirements of the AFTERCARE portion of your RSAT program during the reporting period, and indicate the timeframes in which they were in the program.	
A. 0-3 months:	
B. 4-6 months:	
C. 7-9 months:	
D. 10 months or more:	
E. Total number of individuals who successfully completed the RSAT Program:	

4. Of those AFTERCARE participants who successfully completed all program requirements, please enter the number who were released to the community during the reporting period.	
A. Number of AFTERCARE participants who successfully completed, and were released into the community:	
B. Of that number, how many individuals were released under correctional supervision:	
C. Of the number of successful completers released to the community, how many individuals were referred to an aftercare program. Aftercare programs are defined in 42 U.S.C. 3796ff-1©:	
5. Of those AFTERCARE program individuals that successfully completed, and were released to the community, please enter the number with a continuity of care arrangement or reentry or transitional plan. The number should be based on the number of participants with active treatment plans that continue in the community and on participants who receive referrals for services after their release into the community.	
6. Please enter the number of participants who left the program without successfully completing all requirements of the AFTERCARE portion of your RSAT program during the reporting period, and indicate the timeframes in which they were in the program.	
A. 0-3 months:	
B. 4-6 months:	
C. 7-9 months:	
D. 10 months or more:	
E. Total number of individuals who left without successfully completing the RSAT Program:	
AFTERCARE Incompletes	
6.Please provide the following aftercare program participant related data:	Number
A. Number of participants who left without successfully completing the RSAT Program due to failure to meet program requirements.	
B. Number of participants who left without successfully completing the RSAT Program due to court or criminal involvement (technical violation, arrest, conviction, revocation, reincarceration).	
C. Number of participants who left without successfully completing the RSAT Program due to voluntary drop out.	
D. Number of participants who left without successfully completing the RSAT Program due to absconding.	
E. Number of participants who left without successfully completing the RSAT Program due to death or serious illness.	

F. Number of participants who left without successfully completing the RSAT Program due to violation of institutional rules.	
G. Number of participants who left without successfully completing the RSAT Program for other reasons (please specify below).	
SECTION 13: ALCOHOL AND SUBSTANCE INVOLVEMENT FOR AFTERCARE PARTICIPANTS Please report the number of individuals that is equal to the proportion of the federal funds (plus matching funds) of your annual budget for your RSAT program For example, if the BJA RSAT grant (plus matching funds) accounts for 65% of your total RSAT program budget, then please report on 65% of your program participants) * In Column F, Please report data for all funds.	
1. Please enter the number of participants who were administered an alcohol/drug test (e.g., urinalysis test) before admission into your AFTERCARE program. As a requirement, grantees must agree to implement or continue to require urinalysis or other proven reliable forms of testing, including both periodic and random testing (1) of an individual before the individual enters an RSAT program and during the period in which the individual participates in the treatment program; and (2) of an individual released from an RSAT program if the individual remains in the custody of the state.	
2. Of those enrolled in the AFTERCARE portion of the RSAT program, please enter the total number of participants tested for alcohol or illegal substances during the reporting period. This should represent the total number of RSAT participants who were given drug tests. The number entered should be an unduplicated count only of participants who were tested for alcohol or illegal substances, and it should be equal to or greater than the number of participants who tested positive. If not, please check for data entry error.	
3. Of those enrolled in the AFTERCARE portion of the RSAT program, please enter the number of participants who tested positive for the presence of alcohol or illegal substances, during the reporting period. The number entered should be an unduplicated count only of participants who tested positive for alcohol or illegal substances, and it should be equal to or less than the total number of participants tested. If not, please check for data entry error. Alcohol and substance use information should be based on documented tests rather than self-reported information from program participants. Include all participants who received services during	

the reporting period, regardless of whether they successfully completed the RSAT program, left without completing it, or currently enrolled.	
4. During the reporting period, please enter the number of participants who were administered an alcohol/drug test (e.g., urinalysis test) within 30 days after successfully completing your residential drug treatment program and are still under supervision of the program.	
5. Of that number, how many tested positive for alcohol or illegal substances after program completion?	

SECTION 14: NARRATIVE QUESTIONS

1. What were your accomplishments within this reporting period?
2. What goals were accomplished, as they related to your grant application?
3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?
4. Is there any assistance that BJA can provide to address any problems/barriers identified in question #3?
5. What major activities are planned for the next quarter?

6. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?
SECTION 15: MEDICATION ASSISTED TREATMENT
1. If your treatment program includes medication assisted treatment, which of the following medications are you utilizing?
A. We do not provide MAT (If No, Skip B and answer C, D, E. If Yes, Answer B and Skip C,D,E)
B. We do not have access to MAT (Skip next question)
C. Naltrexone (Vivitrol, depot naltrexone)
D. Buprenorphine or Buprenorphine/Naloxone (Bup/NX)(Suboxone)
E. Methadone
2. Of the total participants enrolled in your program, how many were deemed eligible for medication-assisted treatment and of those eligible, how many received MAT during the reporting period?
A. Individuals Eligible for MAT:
B. Individuals receiving at least one treatment:
SECTION 16: IMPACT OF LEGISLATION

1. Please enter the number of participants who left the program due to court resentencing as a result of Proposition 47 beginning January 1, 2015.	
2. How is Proposition 47 impacting your program:	

SUBMIT