



**Edward Byrne Memorial  
Justice Assistance Grant  
(JAG) Program**

**REQUEST FOR PROPOSALS**

**Grant Period: October 1, 2019 through September 30, 2022**

**Eligible Applicants: California Counties**

**Released: December 6, 2018**

**Notice of Intent to Apply Due: January 31, 2019**

**Proposals Due: April 25, 2019**

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**CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the JAG Program proposal are considered to be 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.)

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## 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 Federal Fiscal Years (FFYs) 2017, 2018, and 2019 grant funds, subject to an award to California from the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The BSCC staff cannot assist the applicant with the actual preparation of the proposal but can answer technical questions. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted **in writing** by email to: [JAG@bscc.ca.gov](mailto:JAG@bscc.ca.gov). See further below for information about the Frequently Asked Questions process.

## Proposal Due Date and Submission

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

The signed Proposal must be received by the BSCC by **5:00 p.m. on April 25, 2019**.

- (1) Mail or hand-deliver one original signed Proposal to the following address:

**Attn: Edward Byrne Memorial Justice Assistance Grant**

Board of State and Community Corrections

Corrections Planning and Grant Programs Division

2590 Venture Oaks Way, Suite 200

Sacramento, CA 95833

- (2) Email one legible electronic copy of the signed Proposal to: [JAG@bscc.ca.gov](mailto:JAG@bscc.ca.gov)

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

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

## Notice of Intent to Apply

Applicants interested in applying for the JAG Grant are asked, but not required to, submit a non-binding Notice of Intent to Apply. Notices will aid the BSCC in planning for its proposal review process.

The Notice of Intent should include the following information:

- Name of the County Agency;
- Name and title of the head of the County Agency;
- Contact information for interested public; and
- A brief statement indicating the agency's intent to submit a proposal.

The notice does not require an official signature and is requested solely for the purpose of BSCC planning for the proposal review process. Public agency applicants may submit the Notice of Intent to Apply in any format, please ensure the submitted notice addresses the above bulleted items.

Failure to submit a Notice of Intent to Apply is not grounds for disqualification. Further, prospective public agency applicants that submit a Notice of Intent to Apply and decide later not to apply will not be penalized.

Please submit your non-binding Notice of Intent to Apply by January 31, 2019 via email or U.S. mail, using one of the following submission options:

**Email Responses:**            [JAG@bscc.ca.gov](mailto:JAG@bscc.ca.gov)  
Subject line: Notice of Intent to Apply

**U.S. Mail Responses:**    **Attn: Edward Byrne Memorial Justice Assistance Grant**  
Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

## Bidders' Conferences / FAQs

The BSCC will host two Bidders' Conferences, tentatively in January 2019, to review the RFP and respond to questions. The first one will be at the BSCC Office at 2590 Ventura Oaks Way, Suite 200 Sacramento and it will be livestreamed at [www.bscc.ca.gov](http://www.bscc.ca.gov). The second one will be in the Los Angeles area at a location to be determined and will not be livestreamed.

The BSCC will post Frequently Asked Questions (FAQs) about this RFP on the BSCC's [Grant Funded Programs](#) page under JAG following the Bidders' Conferences. The BSCC will continue to take questions about this RFP by email at [JAG@bscc.ca.gov](mailto:JAG@bscc.ca.gov) until April 25, 2019. The FAQs will be updated periodically throughout this timeframe.

## JAG Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) to make decisions related to the BSCC's programs. The BSCC's ESCs are composed of subject matter experts and stakeholders representing

both the public and private sectors. The BSCC includes 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 state strategies and 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 ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings. This JAG ESC includes a cross-section of subject matter experts. (See Appendix A).

## Conflict of Interest

Existing law prohibits any non-governmental sub-grantee, partner or like party who participated on this JAG ESC from receiving funds from the JAG awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the JAG ESC membership roster and ensuring that no grant dollars are passed through to any non-governmental entity represented by the members of the JAG ESC. (Appendix A).

Applicants should also consider state and local conflict of interest laws when selecting members of their Local JAG Steering Committee. The Applicant is advised to check with its counsel about potential conflicts.

## Background Information

The JAG Program (34 U.S.C. §§10151-10158) is a key provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives including: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The Federal JAG Program supports eight Program Purpose Areas (PPAs) designated by federal statute. These include:

- (1) law enforcement programs;
- (2) prosecution and court programs, including indigent defense;
- (3) prevention and education programs;
- (4) corrections and community corrections programs;
- (5) drug treatment and enforcement programs;
- (6) planning, evaluation and technology improvement programs; and
- (7) crime victim and witness programs (other than compensation).
- (8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention team.

## Federal Requirements

If selected for funding, in addition to implementing the funded project consistent with the Office of Justice Programs (OJP) approved application, the grantees must comply with all award requirements (including all award conditions), as well as all applicable requirements of federal statutes and regulations.

Please refer to Exhibit E of Appendix K to review the 2017 JAG Federal Award Conditions. Federal conditions are subject to change with subsequent funding years. Further information about JAG federal statutes and regulations can be found at: <https://www.bja.gov>

**Notice Regarding Enjoined Immigration Enforcement Conditions:** For FY 2017 JAG funding, OJP sought to impose conditions related to immigration enforcement as requirements for state and local governments to receive JAG funding. On November 20, 2018, a United States District Court for the Northern District of California entered an order enjoining the enforcement of these immigration enforcement conditions. (Please see: <http://www.bscc.ca.gov/downloads/ECFNo.54-AmendedJudgmentandOrder.pdf>.) Consequently, the Bureau of Justice Assistance will not enforce these conditions against the State of California or any subrecipients that receive JAG funding through the Board of State and Community Corrections. (See also: <https://www.bja.gov/jag/award-conditions.html>.)

These enjoined conditions can be found in Exhibit F of Appendix K. Grantees are **not** required to implement or agree to these conditions while the injunction remains in place. The BSCC will continue to provide updates on the status of this litigation and any changes to the applicability of the challenged grant conditions.

## California's State Strategy

### California's 2018 State Strategy for the JAG Program

- (1) Will honor responses from California stakeholders in the 2013 JAG Stakeholder Survey, with priority given to the survey supported PPAs of:
    - a. *Prevention and Education;*
    - b. *Law Enforcement; and,*
    - c. *Prosecution, Courts, Defense and Indigent Defense.*
  - (2) The needs of small, medium, and large counties will be taken into account.
  - (3) Base funding on local flexibility, on the needs of the juvenile and adult criminal justice communities, and on input from a balanced array of stakeholders.
  - (4) Applicants must demonstrate a collaborative strategy based on the community engagement model that involves multiple stakeholders in the project or problem addressed.
  - (5) Some emphasis will be given to the development of innovative and/or promising strategies to reduce recidivism.
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## California JAG Program Purpose Areas (PPAs)

California's current State Strategy identifies the current priority PPAs in the table below. Each of these PPAs includes underlying priority areas of need.

Applicants are restricted to proposals that address one or more of these three JAG PPAs and include one or more related priority areas of need:

- ▶ Prevention and Education Programs
- ▶ Law Enforcement Programs
- ▶ Prosecution, Courts, Defense, and Indigent Defense

### ***JAG PPAs and Priority Areas of Need***

<b>JAG PPA:</b>	<b>Priority Areas of Need</b>
<b>Prevention and Education Programs</b>	• <i>Gang Initiatives</i>
	• <i>Juvenile Delinquency</i>
	• <i>Substance Abuse</i>
	• <i>School Violence</i>
<b>Law Enforcement Programs</b>	• <i>Gang Violence Reduction</i>
	• <i>Violent Crime Reduction Initiatives</i>
	• <i>Drug Enforcement</i>
	• <i>Gun Violence Reduction</i>
<b>Prosecution, Courts, Defense, and Indigent Defense</b>	• <i>Problem Solving Courts (e.g., Mental Health, Veterans, Drug, Reentry)</i>
	• <i>Gun/Gang Prosecution</i>
	• <i>Violent Crime Prosecution and Defense</i>
	• <i>Court-Based Restorative Justice Initiatives</i>
	• <i>Innovations in Indigent Defense</i>

*Note: For purposes of scoring, no PPA or Area of Need carries more weight than another.*

#### **Prohibited Uses**

No JAG funds may be expended outside of the three priority JAG PPAs. Per federal grant guidelines, JAG funds cannot be used directly or indirectly for security enhancements or equipment for non-governmental entities not engaged in criminal

justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items:

- indirect costs;
- vehicles, vessels, or aircraft (excluding police cruisers, police boats and police helicopters);
- unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles;
- luxury items;
- real estate;
- construction projects (other than penal or correctional institutions);
- lobbying; and
- any similar items.

## Project Description

### Eligibility

Only California's 58 counties are eligible to apply. Partnerships of two or more counties may partner to submit one joint proposal. In these instances, one county Agency must serve as lead on the proposal and be identified as Lead Agency in the application.

As a part of the proposal development process, a county must convene a Local JAG Steering Committee (see "Local JAG Steering Committee" on page 10) to oversee the planning, development, implementation, and oversight of JAG-funded projects.

- The county – in collaboration with the Local JAG Steering Committee – must identify one county agency to serve as the applicant agency.
- Each county may submit only one proposal, whether as part of a multi-county partnership or on its own.
- Though the county is the applicant and administrator of JAG funds (through the applicant agency), a non-government agency can be assigned responsibility for the project management in accordance with conflict of interest considerations, as noticed above.

### Grant Cycle

Successful applicants will be funded for a 36-month cycle beginning on October 1, 2019 and ending on September 30, 2022, subject to California receiving federal JAG funding for the next (3) three years. In addition to this funding contingency, funding is contingent upon adherence to federal guidelines, JAG RFP requirements and applicable statutes, and the grantee's ability to demonstrate that applicant's proposal goals and objectives have been met.

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## JAG Funding

### Fund Source

The JAG Program is a federally-funded grant program, with funds allocated by the U.S. Department of Justice (BJA).

### Funding Reductions for Noncompliance

#### Prison Rape Elimination Act (PREA).

In 2012, the United States Department of Justice invoked national standards for PREA. The PREA standards are can be found at 28 C.F.R. Part 115 and apply to confinement facilities including adult prisons and jails, juvenile facilities, and police lockup. The penalty for noncompliance is a 5 percent reduction in the JAG award to California. Currently, California is non-compliant in meeting the federal standards. As a result, this five percent penalty is applied to California's JAG award.

#### Sex Offender Registration and Notification Act (SORNA)

SORNA is the Title I of the Adam Walsh Child Protection and Safety Act of 2016. The act mandates a ten percent reduction in JAG funding to the state that has failed to substantially implement SORNA. Currently, California is non-compliant in meeting the standards set for SORNA. As a result, the ten percent penalty is applied to California's JAG award.

#### National Incident-Based Reporting System (NIBRS)

In 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to retire the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR program's National Incident-Based Reporting System (NIBRS). The FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation by January 1, 2021. In preparation for the FBI's 2021 NIBRS compliance deadline, a three percent set-aside has been established for the 2018 JAG award. The 2018 JAG award also requires a three percent set-aside for the California Department of Justice Cal-DOJ to ensure California is in full compliance of NIBRS by January 1, 2021. A set aside may also be required in future JAG awards.

### Funding in California

This grant cycle will be funded by anticipated JAG FFY 2017, 2018 and 2019 awards. Award amounts are listed below.

<b>2017 JAG Allocation</b>	\$16,285,179
<b>2018 JAG Allocation</b>	\$15,781,102
<b>2019 JAG Allocation</b>	To be announced

## Funding Thresholds

The JAG ESC has carefully considered its fiduciary responsibilities associated with the JAG funds and the needs of small, medium and large jurisdictions. To that end, funding has been set aside to equitably distribute it between the small, medium, and large counties based on county population (see Appendix B, 2018 County Population Index). The ESC has allowed Los Angeles County to compete for up to \$2,000,000 annually because its population is more than three times that of the next largest county in the state. It will still compete as a large county.

Applicants may apply for any dollar amount up to the funding threshold listed in the table below, according to the category in which that county falls:

	<b>Small Counties</b>	<b>Medium Counties</b>	<b>Large Counties*</b>
<b>Population Threshold</b>	Population < 200,001	Population 200,001-700,000	Population 700,001+
<b>Funding Threshold</b>	<b>up to \$220,000 annually</b>	<b>up to \$715,000 annually</b>	<b>up to \$1,045,625 annually</b>

*\*excluding Los Angeles County*

Applicants must apply for the same amount of funding for all three years (e.g., first year: \$200,000, second year: \$200,000, and third year: \$200,000; totaling \$600,000 for a three-year period). Grantees may be able to carry unspent funds into the next calendar year, with prior BSCC approval, but it is extremely important that applicants plan and budget carefully and apply only for the amount of funding they can reasonably spend each year of the three-year grant period.

## Matching Funds

The JAG Program has NO match requirement.

## Multi-County Partnerships

In the case of a multi-county partnership, the following funding restrictions apply:

- **Counties in the same category:** Multi-county partnerships that consist of counties from within the same category (small, medium, or large) may apply for up to the maximum funding threshold in that category, multiplied by the number of counties partnering on the proposal.

For example:

- Four (4) small counties may apply for up to \$880,000 [funding threshold for small counties (\$220,000) x 4 = \$880,000];
  - Three (3) medium counties may apply for up to \$2,145,000 [funding threshold for medium counties (\$715,000) x 3 = \$2,145,000]; and,
  - Two (2) large counties may apply for up to \$2,091,250 [funding threshold for large counties (\$1,045,625) x 2 = \$2,091,250].
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- **Counties in different categories:** To preserve the integrity of the funding distribution formula, multi-county partnerships that consist of counties from within different categories (small, medium, or large) will default to the maximum funding threshold of the largest category participating in the partnership, multiplied by the number of counties from that category that are partnering on the proposal.

For example:

- One (1) small county partnering with one (1) medium county may apply for up to \$715,000 (default to medium; one medium county; \$715,000 x 1);
  - One (1) small county partnering with two (2) medium counties may apply for up to \$1,430,000 (default to medium; two medium counties; \$715,000 x 2); and,
  - One (1) medium county partnering with one (1) large county may apply for up to \$1,045,625 (default to large; one large county; \$1,045,625 x 1).
- **Counties partnering with Los Angeles County:** Multi-county partnerships that include Los Angeles County may only apply for up to the maximum funding threshold in the category, or \$2,000,000.

### Supplanting

Supplanting is prohibited under the JAG Program and all BSCC grant funds. Applicants cannot replace or supplant funds that have been appropriated for the same purpose.

- 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.
- 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.

See the 2018 JAG Program Frequently Asked Questions on BJA's web site below for examples of supplanting. <https://www.bja.gov/funding/jagfaq.pdf>

### Criteria for All Non-Governmental Organizations (Assurance is required with Grant Agreement)

Any non-governmental organization that receives JAG 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 prior to entering into the BSCC grantee agreement.

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

## Local JAG Steering Committee

In order to apply for JAG funding, applicant counties must form a Local JAG Steering Committee comprised of stakeholders representing diverse disciplines who have experience and expertise in the prospective interventions to be addressed by the JAG proposal. The Local JAG Steering Committee will determine the community needs and develop a three-year JAG strategy in one-year increments, using California's State Strategy priorities.

### Local JAG Steering Committee Membership Requirements

The Local JAG Steering Committee will represent a significant cross-section of juvenile and/or criminal justice stakeholders, depending on the intervention chosen, within the applicant county. The Local JAG Steering Committee composition will be diverse to include a balanced representation of both traditional and non-traditional stakeholders. Examples of non-traditional stakeholders could include community-based and faith-based organizations, educators, social service providers, family member of a criminal justice involved person, job developers, advocacy groups, or citizens. Examples of traditional stakeholders could include law enforcement, district attorney, probation, courts, and other city and county departments. The county will determine the total number of members to serve on the Local JAG Steering Committee.

Stakeholders identified for membership on the Local JAG Steering Committee shall possess a working knowledge of the problem areas being discussed within the identified JAG priorities. The Local JAG Steering Committee will work collaboratively to identify the needs of the community as they relate to the JAG priorities and to create and develop a comprehensive project plan with the overall goal of reducing violent crime and recidivism within their county.

- The Applicant must describe how it ensured full and equal participation and voting rights for all members of the Local JAG Steering Committee throughout this process.
- The Applicant must describe the process that took place to engage membership for the Local JAG Steering Committee as well as any working relationships that existed with members prior to the development of the Local JAG Steering Committee
- The Applicant may use an existing group, or a subcommittee of an existing group, as its Local JAG Steering Committee but must address all requirements listed in this section.
- The Applicant must describe the expertise of each of the Local Steering Committee members and how they relate to the intervention being proposed in the submitted JAG application.
- Attach a member roster containing the names, titles, organizational affiliations, and business contact information for each Local JAG Steering Committee member (see Appendix C).

### **Local JAG Steering Committee Responsibilities**

The Local JAG Steering Committee will be an active participant in the development, implementation, and oversight of the local JAG project. The Local JAG Steering Committee will be used to:

- Identify priorities and the community needs. At a minimum, this should include community outreach.
- Determine the intervention (PPA) type needed to address the local need.
- Develop the local strategies to address the local community need.
- Identify the projects and/or services to be provided to address the community need.
- Develop written operational policies/procedures for the Local JAG Steering Committee to include but not be limited to meeting frequency of not less than once a year, maintenance of agendas and meeting minutes. The written policy/procedure should also include strategies for inclusion of the local community members at the meetings. Applicants may add any other information that they would like.
- Provide ongoing oversight of the project.

## **Grant Requirements**

### **Proposal Content Summary**

The California JAG program was developed through statewide strategic planning and community engagement with both traditional and non-traditional criminal justice

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stakeholders. The state's JAG strategy and priorities are 1) Education and Prevention 2) Law Enforcement 3) Prosecution, Courts, Defense, and Indigent Defense. The Areas of Need for these priorities can be found starting on page five of the RFP. All proposals being submitted for consideration of funding are restricted to develop local projects within these three priorities.

### **Three-Year Local JAG Strategy**

The Applicant, in consultation with the Local JAG Steering Committee, must submit a three-year Local JAG strategy in one-year increments, using its identified priorities (see Appendix D: Three-Year JAG Strategy Template).

### **Letters of Agreement and Operational Agreements**

As part of the necessary collaboration that must occur for the JAG Program to be successful, applicants must engage a wide range of stakeholders. There may be two levels of participation within a JAG Program. The level of participation will determine what type of documentation must be included with the proposal.

(1) Letter of Agreement (less formal)

For each partner agency that participates as a part of the Local JAG Steering Committee, and/or partners that provide in-kind services, the applicant must include a **signed** Letter of Agreement. This shall serve as an acknowledgement of the partnership that will exist, wherein *no funds will be exchanged*. A sample Letter of Agreement can be found in Appendix F.

(2) Operational Agreement (more formal)

For each subcontractor, consultant, or service provider that will be paid for services under the grant agreement – including community - or faith-based organizations – the applicant must include a draft Operational Agreement. This shall serve as a formal agreement between the two parties indicating that there will be some type of contract or interagency agreement for services and *acknowledging the exchange of funds*.

The draft Operational Agreement should include:

- a) A description of the subcontractor, consultant or service provider's commitment to network and coordinate with other agencies and the applicant;
- b) Placeholders for the names of anticipated project staff;
- c) Placeholders for original signatures, titles, and the agency name for both parties;
- d) Effective performance period dates; and
- e) The amount of JAG funds designated to the agency.

Signatures may be obtained after the proposal due date. A sample Operational Agreement can be found in Appendix G.

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## **Budget**

The applicant budget and budget detail must indicate/state the specific funding amount for each of the program purpose areas selected for a local project. Example: 1.) Education and Prevention \$15,000 2.) Law Enforcement \$20,000 Total \$35,000 for year one.

## **Governing Board Resolution**

Successful applicants are required to submit a Governing Board Resolution (see Appendix H, Sample Governing Board Resolution) before the grant award funds can be reimbursed. A signed resolution is not required at the time of proposal submission, but applicants are advised that *no invoices will be processed for reimbursement until your agency's Governing Board Resolution has been received by the BSCC.*

## **Outside Grant Funds**

Applicants must complete the "List of Other Grant Funding Sources" form (see Appendix I) and submit it with the proposal packet.

# **Administrative Requirements**

## **Grant Agreement**

Applicant agencies approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix K for the State of California: Grant Agreement and General Terms and Conditions.

The Grant Agreement start date is tentatively October 1, 2019. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the Grant Agreement start date. Work, services and encumbrances that occur after the start date but prior to contract 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.

## **Audit Requirements**

All grantees are required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Audit reports must 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. 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:

- Annual City/County Single Audit (as submitted to the State Controller's Office), or
- Program-specific audit.

The audit reports must cover the entire grant period.

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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.

### **Invoices**

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices and may be required to submit supporting documentation to the BSCC on a quarterly basis within 45 days following the end of the reporting period via the online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the *BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page:

[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)

### **Quarterly Progress Reports**

Grant award recipients are required to provide relevant program information and data by submitting quarterly progress reports to the BSCC. Applicable forms and instructions will be available to grantees on the BSCC's website (<http://bscc.ca.gov>). 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 and JAG proposal could be subject to the withholding of funds.

### **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. (see Appendix E)

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

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

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## Compliance Monitoring

The BSCC staff will conduct periodic monitoring of each project to assess whether the project is following 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 Appendix M.

## Travel

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

- **Units of Government**

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

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

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

## Out-of-State Travel

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

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

## Evidence-Based, Innovative and Promising Strategies

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

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

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

The State Strategy for the JAG Program adopted by the BSCC states that “some emphasis shall be given to innovative and/or promising strategies to reduce crime and recidivism.” Based on this, applicants are encouraged to identify innovative or promising strategies in their applications for JAG funds.

“Innovative,” for purposes of this RFP, shall be broadly construed to include programs or strategies that are “new” in the county or area where applied or represent expanded or reconfigured programs targeting additional populations or needs in the applicant county. Innovative programs or strategies described in the proposal must be linked to one or more components of an evidence-based practice.

“Promising,” for purposes of this RFP, shall 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 that is not yet strong enough to conclude that 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 approaches is a difference in degree that depends on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods that were used. Applicants seeking to implement “promising” programs or strategies should be able to describe the documentation, data and evidence available to

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support the approach and why it is best suited to the needs and objectives described in the proposal.

Evidence, which may vary in terms of its novelty or its strength, is relevant to the assessment of a program's potential benefits, whether described as innovative, promising, or evidence-based.

### Requirements for all JAG Program Proposals

(1) The applicant must show, in the grant proposal, that the proposed intervention(s)<sup>1</sup> (whether evidence-based, innovative, or promising) are likely to achieve benefits desired in the local setting. To do this, the applicant must:

- describe the intervention(s) being proposed for implementation;
- discuss any evidence (e.g., research, outcome evaluations, etc.) that indicates the intervention, or its components have been effective elsewhere;
- describe the population(s) for which each intervention has been shown to be or is likely to be effective and show that it is appropriate for the proposed target population; and,
- discuss what has been done to ensure that the support factors (e.g., inter-agency partnerships, certified trainers, auxiliary services, suitable criteria for participation, program materials, etc.) required or necessary for the intervention can be mobilized in the local setting.

Documentation of effectiveness can take the form of research or literature review, or reference to reviews of program effectiveness conducted by policy shops, some of which are listed in the subheading below titled, "EBP Informational Resources." Descriptions of local needs and agency capacities, in light of the factors that supported an intervention elsewhere, can be applied to an assessment of relevance.

(2) Applicants must also describe how they will track operations to assess whether an intervention is being carried out as intended. This task is often referred to as a *process* evaluation; *formative* evaluation is a related term also found in the literature. (See "Local Evaluation Plan" within the *Data Collection, Reporting and Evaluation Requirements* section, page 20.)

(3) Finally, applicants must address their plans for outcome evaluation (e.g., how they will assess what happened as a result of the intervention and whether it produced its intended benefits). (See "Final Local Evaluation" within the *Data Collection, Reporting and Evaluation Requirements* section, page 20.)

### EBP Informational Resources

The list of websites provided below may be useful to applicants in the proposal development process. This is not an exhaustive list; it is offered as an informational resource only.

- Board of State and Community Corrections

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<sup>1</sup> For purposes of this section, the term "intervention" includes both programs and/or strategies.

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

- Office of Justice Programs  
<http://www.CrimeSolutions.gov/>
  - Blueprints for Violence Prevention  
<http://www.colorado.edu/cspv/blueprints/index.html>
  - Substance Abuse and Mental Health Services Administration (SAMHSA)  
National Registry of Evidence-Based Programs and Practices  
[http://www.nrepp.samhsa.gov/01\\_landing.aspx](http://www.nrepp.samhsa.gov/01_landing.aspx)
  - Washington State Institute for Public Policy  
<http://www.wsipp.wa.gov/>
  - Jay College of Criminal Justice  
National Network for Safe Communities (formerly the Center for Crime Prevention and Control)  
<http://www.ijay.cuny.edu/national-network-safe-communities>
  - Promising Practices Network (Archive)  
<http://www.promisingpractices.net/>
  - 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>
  - Youth.GOV  
Evidence & Innovation  
<http://youth.gov/evidence-innovation>
  - Justice Center  
The National Reentry Resource Center  
<https://csgjusticecenter.org/nrrc/about/>
  - National Institute of Corrections  
<http://nicic.gov/Library/>
  - California Institute for Behavioral Health Solutions  
<http://www.cimh.org/evidence-based-practices-0>
  - Coalition for Evidence-Based Policy (“Top Tier Evidence”)  
<http://coalition4evidence.org/>
  - National Criminal Justice Association  
<http://www.ncja.org/>
  - Office of Juvenile Justice and Delinquency Prevention Model Program Guide  
<http://www.ojjdp.gov/mpg/>
  - Association for the Advancement of Evidence-Based Practice  
“Implementing Proven Programs for Juvenile Offenders: Assessing State Progress.”  
A report prepared by Peter Greenwood, Ph.D., December 2012.
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<http://youthjusticenc.org/download/juvenile-justice/prevention-interventions-and-alternatives/Implementing%20Proven%20Programs%20for%20Juvenile%20Offenders.pdf>

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## Guiding Principles for all Grant Programs

*The following information is provided to all prospective BSCC grantees. The applicant is not required to address this section within its JAG Program proposal but should spend time in consideration of how this information may impact grant activities.*

### **Reducing Racial and Ethnic Disparity (R.E.D.)**

Research shows that youth of color are significantly overrepresented in the juvenile justice system in California. In 2011, Black youth were four times as likely to be arrested as White youth, nearly seven times more likely to be securely detained, and six times as likely to be committed to a correctional facility. Latino youth are nearly twice as likely to be arrested and securely detained and almost three times as likely to be committed to a correctional facility. These disparities are the result of numerous interrelated factors; some of which exist within the structures of the current juvenile justice system, and some of which are influenced by unconscious biases. Whatever the cause, the BSCC believes that the overrepresentation of people of color in the criminal justice system can be addressed through meaningful dialogue, increased awareness, evaluation feedback, and policy reforms intended to reduce structural inequality.

The BSCC is committed to working with state and local agencies to reduce the overrepresentation of youth of color who come into contact with the juvenile justice system (at all points, from arrest through confinement) relative to their numbers in the general population. In support this effort, the BSCC periodically provides R.E.D. training for project directors and other interested staff. This training may be provided during this grant award year. If so, regional R.E.D. courses will be provided at no cost to attendees and address issues relevant to participants who have received previous R.E.D. training as well as those attending training for the first time. Award recipients will be contacted with details about the R.E.D. training dates and locations should a training be offered.

Additional information about R.E.D. can be found on the BSCC's website at [www.bscc.ca.gov](http://www.bscc.ca.gov), or applicants may contact California's R.E.D. Coordinator, Tim Polasik at (916) 322-1427 or [Tim.Polasik@bscc.ca.gov](mailto:Tim.Polasik@bscc.ca.gov).

## Data Collection, Reporting and Evaluation Requirements

All grantees are required to submit:

- (1) a **Local Evaluation Plan** to the BSCC by December 31, 2019
- (2) **Quarterly Progress Reports**; due dates TBD
- (3) a **Final Local Evaluation Report** by December 31, 2022.

### **Requirement**

Projects selected for funding will be required to submit a Local Evaluation Plan (at the conclusion of the first quarter) and a Final Local Evaluation Report (after the conclusion of the grant) to the BSCC. Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, so that the goals and objectives listed in the Proposal are measurable.



## **Required Set-Aside for Evaluation Efforts**

Grantees are required to set aside at least five (5) percent (or \$25,000, whichever is greater) of the total grant award for data collection and evaluation efforts, to include the development of the Local Evaluation Plan and Final Local Evaluation Report.

Public agency applicants are strongly encouraged to use outside evaluators to ensure objective and impartial evaluations. Specifically, public agency applicants are encouraged to partner with state universities or community colleges for evaluations.

## **Local Evaluation Plan**

The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Grantees will be expected to include a detailed description of how the applicant will assess the effectiveness of the proposed program in relationship to each of its goals and objectives. A relationship between the goals and objectives identified in the proposal should be apparent in the Local Evaluation Plan.

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 project objectives clearly stated. Applicants should also address process and outcome evaluations. Once submitted, any modifications to the Local Evaluation Plan must be approved in advance by the BSCC.

## **Final Local Evaluation Report**

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

The purpose of the Final 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.

## **Evaluation Dissemination**

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

Applicants are strongly encouraged to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with institutions of higher learning universities, state universities and community colleges.

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

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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>

## RFP Process

### Technical Compliance Review

BSCC staff will conduct a technical review of each proposal to determine if it is in compliance with all technical requirements prior to being forwarded to the JAG ESC for scoring.

In order to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors/omissions, applicants will have an opportunity to respond to deficiencies identified during this review process and to make non-substantive changes that bring the proposal into technical compliance. The technical review process will begin April 26, 2019 and must be completed by May 7, 2019.

### Examples of Technical Review Focuses

- (1) The proposal narrative must be submitted in Arial 12-point font, with one-inch margins on all four sides. The narrative must be double spaced and cannot exceed 20 pages in length.
- (2) A complete and accurate JAG RFP Budget Attachment including all four (4) sections 1) Year 1 Budget, 2) Year 2 Budget, 3) Year 3 Budget, and 4) PPA Allocations. Instructions for completing the JAG RFP Budget Attachment are available in the Instructions tab of the Budget Attachment workbook.
- (3) Other grant funding must be documented on a BSCC form (to be developed).
- (4) Names of the Local JAG Steering Committee must be documented on the form provided in Appendix C.
- (5) Please see the JAG Program Proposal Checklist (page 24) for required attachments.

### Proposal Evaluation Process

Members of the JAG ESC will evaluate the merits of each proposal in accordance with the prescribed rating factors listed in the table below. It should be noted that small counties will compete against other small counties, medium against medium, and large against large. To preserve the integrity of the funding distribution formula, multi-county partnerships that consist of counties from within different categories (small, medium, or large) for rating purposes will default to the largest category participating in the partnership. Los Angeles County will compete in the "Large County" category.

Following the rating process, the ESC will convene for a Final Rater Review where they will develop funding recommendations for consideration by the BSCC Board.

Applicants will be notified in writing of the committee’s funding recommendations. It is currently anticipated that the BSCC Board will act on the recommendations at their July 11, 2019 meeting. Applicants are not to contact members of the ESC or the BSCC Board about their proposal.

The rating factors that will be used and the point range allocated to each factor are also shown in the table below. Omission or lack of clarity for any section is likely to result in a reduction of allowable points. Each rating factor will be scored on a scale of 1-5. Each rating factor then will be weighted in the overall score as shown in the column titled Percentage of Total Value to arrive at the Maximum Point Value and Weighted Score.

	<b>Rating Factors</b>	<b>Point Range</b>	<b>Percent of Total Value</b>	<b>Maximum Points</b>	<b>Weighted Score*</b>
1	Project Need	1-5	5%	5	10
2	Project Description, Goals, and Objectives	1-5	25%	25	50
3	Collaboration	1-5	20%	20	40
4	Evidence-Based, Innovation, and/or Promising Strategies	1-5	15%	15	30
5	Evaluation	1-5	10%	10	20
6	Capability and Qualifications to Provide Services	1-5	15%	15	30
7	Proposal Budget: Cost Effectiveness and Budget Review	1-5	10%	10	20
	<b>Total</b>		<b>100%</b>	<b>100</b>	<b>200</b>

*\*Once Maximum Points are calculated for each rating factor, the score will be multiplied by two. This will allow for a larger point spread between applicants.*

### Scoring Rubric for 1-5 Rating Scale

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

	way.			
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**Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento on November 7, 2019. 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, individual tasked with Data Collection and Evaluation and a minimum of one Community Partner must attend. Grant recipients may use their JAG 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.

**Key Dates**

Key dates in the RFP and grant implementation process are shown in the tentative time table below:

<b>ACTIVITY</b>	<b>Tentative TIMELINE</b>
Release Request for Proposals (RFP)	December 6, 2018
Bidders' Conferences	1) Sacramento: January 23, 2019, 10:00 a.m., BSCC Training Room (Livestream) 2) Los Angeles: Date, time and location to be announced
Notice of Intent to Apply Due to BSCC	January 31, 2019
Grant Proposal Due to BSCC (must be <u>received</u> by 5:00 p.m.)	April 25, 2019
BSCC Technical Review	April 26, 2019 thru May 7, 2019
Rating Process	May 14, 2019
Development of Funding Recommendations	July 24-25, 2019
ESC Recommendations Presented to the Board	September 12, 2019
New Grant Begins	October 1, 2019
New Grantee Orientation (Mandatory)	November 7, 2019
Local Evaluation Plan Due to BSCC	December 31, 2019
End of the Grant Cycle	September 30, 2022
Final Local Evaluation Report Due to BSCC	December 31, 2022

## JAG Proposal Checklist

A complete JAG Program proposal packet must contain the Required Proposal Sections and the Appendices Required with Proposal in order as listed below in the JAG Proposal Check List. (No other attachments will be considered for rating purposes.)

<b>Required Proposal Sections</b>		✓
JAG Proposal Checklist – <i>signed by Applicant</i>		
Section I.	Applicant Information Form – <i>Must have original, authorized signature in blue ink</i>	
Sections II–VII.	Proposal Narrative <i>Must be double-spaced, cannot exceed 20 pages</i>	
Section VIII.	Project Budget and Budget Narrative JAG RFP Budget Attachment: Complete sections 1-4: 1) Year 1 Budget, 2) Year 2 Budget, 3) Year 3 Budget, and 4) PPA Allocations	
<b>Appendices Required with Proposal</b>		✓
• Appendix C:	Local JAG Steering Committee Member Roster	
• Appendix D:	Three-Year JAG Strategy	
• Appendix E:	Certification of Compliance with BSCC Policies Requiring Debarment, Fraud, Theft and Embezzlement	
• Appendix F:	Letters of Agreement for Local JAG Steering Committee Members and Other Partners Listed on the Proposal	
• Appendix G:	Draft Operational Agreement for Partners Receiving Grant Funds	
• Appendix I:	List of Other Grant Funding Sources	
<b>Post Award Requirement* – Optional Submission with Proposal</b>		
• Appendix H:	Governing Board Resolution * A signed Governing Board Resolution may be submitted with this proposal package, but it is not required at this time. However, post-award, a signed resolution and an executed grant agreement must be on file with the BSCC before any grant funds can be disbursed.	

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

X \_\_\_\_\_  
Lead Agency Applicant Authorized Signature (see Applicant Information Form)

## Proposal Instructions

### **Section I: How to complete the Applicant Information Form (on next page)**

- 1.1. Unit of Local Government:** Complete the required information (including federal tax identification number) for the county agency submitting the proposal.
- 1.2. JAG Project Title:** List the title of the overall project.
- 1.3. JAG Program Purpose Area(s):** Of the three eligible Program Purpose Areas, list which one(s) were selected.
- 1.4. Amount of Funds Requested:** List the amount being requested for the entire three-year grant cycle. Unless applying as part of a multi-county partnership, the amount may not exceed \$220,000 for counties designated as “small;” \$715,000 for “medium;” \$1,045,625 for “large;” or \$2,000,000 for Los Angeles. (Funding parameters for multi-county partnerships are outlined on page 8).
- 1.5. Summary of Proposal:** Provide a brief description (three [3] to five [5] sentences) of the overall JAG project to be supported by the grant funds requested. This information will be posted to the BSCC’s website for informational purposes.
- 1.6. Applicant Agency:** Complete the required sections for the county agency, including agency head; provide all the required information for the Project Director, including his/her direct phone numbers.
- 1.7. Day-to-Day Contact Person:** Provide all the required information for the individual with whom BSCC staff will work on a daily work week basis during the grant period, including his/her direct phone numbers.
- 1.8. Designated Financial Officer:** Provide all the required information for the individual who will approve invoices before the county submits them to the BSCC and be responsible for the overall fiscal management of the grant, including his/her direct phone numbers. Reimbursement checks are mailed to the Designated Financial Officer. Please be sure to include the payment mailing address.
- 1.9. Applicant Agreement:** The person signing here must be authorized by the County Board of Supervisors to enter into a grant award agreement on behalf of the county.

### **Sections II – VII: Proposal Narrative**

Sections II through VII make up the Proposal Narrative. The Proposal Narrative must be submitted in Arial 12-point font, with one-inch margins on all four sides. The narrative must be double spaced but cannot exceed **20 pages** in length.

Note: These 20 pages do not include the *Applicant Information Form* (Section I), the *JAG RFP Budget Attachment* (Section VIII), or other required attachments (see Appendices).

### **Section VIII: Project Budget and Budget Narrative**

Detailed instructions for completing the JAG RFP Budget Attachment can be found on the Instructions tab of the JAG RFP Budget Attachment workbook. Applicants must complete all four (4) sections of the workbook.

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Board of State and Community Corrections  
**Edward Byrne Memorial Justice Assistance Grant Program** (CFDA #16.738)

**Section I: Applicant Information Form**

**1.1. COUNTY AGENCY APPLICANT**

COUNTY AGENCY NAME AND TITLE OF DEPARTMENT/AGENCY HEAD

FEDERAL EMPLOYER ID DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

NAME AND TITLE OF PROJECT DIRECTOR TELEPHONE NUMBER

STREET ADDRESS CITY STATE ZIP CODE FAX NUMBER

MAILING ADDRESS (if different) CITY STATE ZIP CODE E-MAIL ADDRESS

1.2. PROJECT TITLE	1.3. JAG PROGRAM PURPOSE AREA(S)	1.4. AMOUNT OF FUNDS REQUESTED
		\$ (total all three years)

**1.5. SUMMARY OF PROPOSAL**

**1.6. DAY-TO-DAY CONTACT PERSON**

NAME AND TITLE TELEPHONE NUMBER

STREET ADDRESS FAX NUMBER

CITY STATE ZIP CODE E-MAIL ADDRESS

**1.7. DESIGNATED FINANCIAL OFFICER**

NAME AND TITLE TELEPHONE NUMBER

STREET ADDRESS CITY STATE ZIP CODE FAX NUMBER

PAYMENT MAILING ADDRESS (if CITY STATE ZIP CODE E-MAIL ADDRESS

**1.8. APPLICANT AGREEMENT**

By signing this application, I certify that I am vested by the Applicant agency with the authority to enter into contract with the BSCC. I certify that all funds received pursuant to this Grant Agreement will be spent exclusively on the purposes specified in this Application. I further assure that the Applicant will administer the grant program in accordance with the Grant Agreement as well as any and all applicable state and federal laws, audit requirements, and state and/or federal program guidelines.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)

APPLICANT'S SIGNATURE (blue ink only)

DATE

## Section II: Project Need

### Address the following in narrative form:

- 2.1. Demonstrate a clear and convincing project need.
- 2.2. Demonstrate how the need(s) is related to any or all of the three Priority Program Purpose Areas and corresponding Areas of Need.
- 2.3. Demonstrate a compelling justification for the grant funds.
- 2.4. Demonstrate the relationship between need(s) and grant goals with supporting local data to include the type of community engagement used.
- 2.5. Demonstrate why current need is not met with existing resources.

## Section III: Project Description, Goals and Objectives

### Address the following in narrative form:

- 3.1. Describe the three-year project strategy in narrative form. In addition, complete Three-Year JAG Strategy (see **Appendix D**).
  - 3.2. Describe how the proposed project will address the needs described in the *PROJECT NEED SECTION II*.
  - 3.3. Describe how the proposed project links to one or more of the three priority JAG Program Purpose Areas (page 6) and corresponding Areas of Need.
  - 3.4. List project partners that will provide services (agencies, contractors, stakeholders, private and/or public), including a description of the services to be provided, the partners' credentials, involved personnel, justification for choice, and the value the partners add to the proposed project.
  - 3.5. List the project goals and measurable objectives that will be implemented to achieve goals (include baseline data to help determine goals and objectives).
  - 3.6. Describe staff allocations and assignments for the separate project components.
  - 3.7. If applicable define the target population (e.g., gender, age, offense history, criminogenic factors), including why and how it was selected.
  - 3.8. Describe the process for determining which services a participant will receive (if applicable).
  - 3.9. Provide a timeline of major project activities for the entire project period that reasonably supports the nature and scope of the project.
  - 3.10. Describe management structure and decision-making process for the project.
  - 3.11. Describe management's approach to ensuring program components are being monitored, assessed, and adjusted as necessary.
  - 3.12. Provide documentation of the organization's readiness to start project(s) beginning October 1, 2019.
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## Section IV: Collaboration

**Address the following in narrative form (see RFP, “Local JAG Steering Committee, page 10):**

- 4.1. Provide a roster for the Local JAG Steering Committee, to include names, titles, and organizational affiliations (see **Appendix C**). Include a Letter of Agreement for each member (see **Appendix F**).
- 4.2. Describe the process used to identify, recruit, and engage steering committee members.
- 4.3. Describe each member or agency selected for the Local JAG Steering Committee, including members experience and expertise as related to the Project Need.
- 4.4. Demonstrate that there is full and balanced representation from both traditional and non-traditional stakeholder groups as related to the Project Need.
- 4.5. Describe prior working relationships with members, if any.
- 4.6. Describe process used to identify the problem area(s) and develop the strategy.
- 4.7. Describe how full participation and voting rights were ensured for all members throughout the process.
- 4.8. Describe the applicant's history of collaboration, if any.
- 4.9. Describe the process used to establish and maintain collaboration as it relates to supporting this proposed project.
- 4.10. Describe the steering committee's ongoing role throughout the project.

## Section V: Evidence-Based, Promising and Innovative Strategies

**Address the following in narrative form (see RFP, *Evidence-Based, Promising and Innovative Strategies* section, pages 15 through 18):**

- 5.1. Describe the intervention(s) being proposed for implementation, including whether the intervention is evidence-based, innovative, or promising (according to the definitions provided on page 13).
- 5.2. Discuss any evidence (e.g., research, outcome evaluations, etc.) or support (for “promising” or “innovative”) that indicates the proposed intervention or one or more of its components have been effective elsewhere.
- 5.3. Discuss how the outcomes achieved elsewhere support using the proposed practice(s) in the applicant’s jurisdiction to achieve the goals and objectives described in the proposal.
- 5.4. Describe the population(s) for which each intervention has been shown to be effective; show that the intervention is appropriate for the proposed target population.
- 5.5. Describe what has been done to ensure that the support factors required or necessary for the intervention can be mobilized in the local setting.

## Section VI: Data Collection and Evaluation

**Address the following in narrative form (see RFP, *Data Collection, Reporting and Evaluation Requirements* section, pages 20 and 21):**

### **Local Evaluation Plan**

- 6.1. Clearly state the program goals (e.g., the expected benefits to the participants and or the community).
- 6.2. Clearly state the program objectives (i.e., specific measurable accomplishments intended to advance program goals).
- 6.3. Provide a detailed plan for assessing the effectiveness of the overall three-year JAG strategy, including all individual program components.
- 6.4. Describe the research design that will be used to complete the evaluation.

### **Process Evaluation**

- 6.5. Provide the estimated number of participants in each individual program component.
- 6.6. Describe the plan for tracking participants in terms of progress in the program (e.g., start dates, attendance logs, dropouts, successful completions, etc.).
- 6.7. Describe the plan to document the services provided to each participant.
- 6.8. Describe the plan to document the activities performed by staff who conducted the program.

### **Outcome Evaluation**

- 6.9. Identify method of determining if the program "worked" in terms of achieving the program set goals.
- 6.10 List outcome variables that will be tracked.
- 6.11 List the outcomes that will be tracked.
- 6.12 List criteria for determining participant success/failure in the project.

## Section VII: Capability and Qualification to Provide Services

**Address the following in narrative form:**

- 7.1. Describe applicant's ability to conduct the proposed project(s).
- 7.2. Describe applicant's/partners' experience and capability to conduct the project(s).
- 7.3. Describe the experience and qualifications of key project staff to provide and manage services.

## Section VIII: Project Budget and Budget Narrative

### JAG RFP Budget Attachment

As part of the application process, Applicants are required to submit the JAG RFP Budget Attachment (Budget Attachment). Upon submission, the Budget Attachment will become Section VIII: Project Budget and Budget Narrative of the official proposal package and will be rated as such based on the criteria listed below. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment.

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

Applicants must complete all four (4) sections, as identified by tab labels in the budget workbook:

- 1) Year 1 Budget
- 2) Year 2 Budget
- 3) Year 3 Budget
- 4) PPA Allocations\*

*\*Note: PPA Allocations are not a rating factor. This is included as a BJA data collection requirement.*

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

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

- 8.1. Provide a description of the factors considered and the reasons behind the budget allocations and the extent to which this budget will allow the applicant to achieve its stated goals.
- 8.2. Describe the project's cost effectiveness.
- 8.3. List the cost per each project component(s).
- 8.4. List each staff person assigned to the program, including title, responsibilities, and percentage of time allocated to program.
- 8.5. Provide the number of individuals that will receive services, if applicable.
- 8.6. List the cost per participant in the project(s) (per capita), if applicable.
- 8.7. Provide the direct costs.
- 8.8. Provide complete and detailed budget information in each section.

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

[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)

## Appendix A: JAG Executive Steering Committee Member Roster

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitations, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

## Appendix B: County Population Index

Source: California Department of Finance, Population Estimates, January 1, 2018

Large Counties (700,001+)		Medium Counties (200,001-700,000)	
Alameda	1,660,202	Butte	227,621
Contra Costa	1,149,363	Marin	263,886
Fresno	1,007,229	Merced	279,977
Kern	905,801	Monterey	443,281
Los Angeles County	10,283,729	Placer	389,532
Orange	3,221,103	San Luis Obispo	280,101
Riverside	2,415,955	Santa Barbara	453,457
Sacramento	1,529,501	Santa Cruz	276,864
San Bernardino	2,174,938	Solano	439,793
San Diego	3,337,456	Sonoma	503,332
San Francisco	883,963	Stanislaus	555,624
San Joaquin	758,744	Tulare	475,834
San Mateo	774,155	Yolo	221,270
Santa Clara	1,956,598		
Ventura	859,073		
<b>Small Counties (&lt;200,001)</b>			
Alpine	1,154	Mendocino	89,299
Amador	38,094	Modoc	9,612
Calaveras	45,157	Mono	13,822
Colusa	22,088	Napa	141,294
Del Norte	27,221	Nevada	99,155
El Dorado	188,399	Plumas	19,773
Glenn	28,796	San Benito	57,088
Humboldt	136,002	Shasta	178,271
Imperial	190,624	Sierra	3,207
Inyo	18,577	Siskiyou	44,612
Kings	151,662	Sutter	97,238
Lake	65,081	Tehama	64,039
Lassen	30,911	Trinity	13,635
Madera	158,894	Tuolumne	54,740
Mariposa	18,129	Yuba	74,727





## Appendix D: Three-Year JAG Strategy Template

**Instructions:** This form is a required attachment to the JAG Proposal. It is intended to serve as a supplement to the Proposal Narrative, providing an at-a-glance summary of the overall program strategy. BSCC staff will use this form when conducting site visits and in compiling information for reports. The grantee may be asked to use it as a part of the quarterly progress report. To complete the form: Select a JAG Program Purpose Area (PPA) from the drop-down box. For each PPA selected, select a corresponding Priority Need Area from the drop-down box. In the table, list each unique project component or activity planned to address that Priority Need Area. Also list the agency responsible for implementation, the expected outcome(s), how progress will be tracked (i.e. methodology for data collection), and timeline information (e.g., expected date of implementation, benchmarks for data collection, etc.).

**County of \_\_\_\_\_ : JAG Strategy - Year One**

**JAG Program Purpose Area:** Choose an item.

**Priority Need Area:** Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

**Priority Need Area:** Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

**Priority Need Area:** Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**County of : JAG Strategy - Year Two**

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

County of : JAG Strategy - Year Three

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

**JAG Program Purpose Area:** Choose an item.

Priority Need Area: Choose an item.

Project Component / Activity	Agency / Organization Responsible	Expected Outcome (Measurable)	How Progress will be Tracked (e.g. data collection)	Timeline / Benchmarks

## Appendix 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.

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

## Appendix F: Sample Letter of Agreement\*

*\*Sample only\**

*To be used for agencies/organizations listed as members of the Local JAG Steering Committee and/or that will provide in-kind services via partnership*

Date

[Partners Name]  
[Partners Address]

[Recipients Name]  
[City of]  
[Address]

Dear [City Official]:

This letter is letter of agreement between [Partners Name] and [County of] that explains the support and services provided for the proposed JAG project, including (membership on the Local JAG Steering Committee, a partnership to include..., etc.).

[Explain Local JAG Steering Committee membership, services or support, dates, timelines, etc.],

Regards,

Signature

---

## Appendix G: Sample Operational Agreement\*

*\*Sample only\**

*To be used for subcontractors, consultants and/or community-based organizations identified in the budget pages*

*Draft only – signatures not required at time of proposal submission*

This Operational Agreement stands as evidence that the **(Applicant Agency)** and the **(Partner Agency)** intend to work together toward the goals outlined in the Three-Year JAG Strategy. Both agencies believe that implementation of the **(Name of JAG Program)**, as described within this proposal, will further these goals. Each agency agrees to participate in the JAG Program, if selected for funding, as outlined herein.

The **(Applicant Agency)** project will closely coordinate JAG services and activities with the **(Partner Agency)** through:

- Project staff being readily available to **(Partner Agency)** for service provision through describe arrangements with the Agency.
- Regularly scheduled meetings (how often) between (persons/positions) to discuss strategies, timetables and implementation of mandated services. Specifically:
  - (List specific activities that will be undertaken between the two agencies or other specifics of the agreement.)
  - XXX
  - XXX
- Effective grant performance period dates.
- Amount of JAG state funds designated to the Partner Agency.

We the undersigned, as authorized representatives of **(Applicant Agency)** and **(Partner Agency)** do hereby approve this document.

\_\_\_\_\_  
Name and Title  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
Partner Name

\_\_\_\_\_  
Date

## Appendix H: Sample Governing Board Resolution

Before grant funds can be reimbursed, a prospective grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the Grant Agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer).

Below is sample language for a resolution. Applicants are encouraged to submit the resolution with their application.

---

WHEREAS the ***(insert name of Lead Agency)*** desires to participate in the Edward Byrne Memorial Justice Assistance Grant (JAG) Program 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:

Noes or Nays:

Absent:

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

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

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

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

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## Appendix J: Definition of Terms

### **Collaboration**

The basic manner in which different and potentially competing agencies, people and organizations work together in an intellectual effort to identify the needs of the community. These same people will then work collaboratively together to develop the intervention proposal to be used to solve the community need. Counties must rely on the collaborative process – in the form of the JAG Steering Committee – to determine the distribution of how funding will be allocated between programs and strategy that serve one or more of the JAG priorities.

### **Steering Committee**

A working group of professional individuals from diverse disciplines who use critical thinking skills and compromise to work toward common goals.

### **Goal versus Objective**

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

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

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

- To reduce the number of serious and chronic juvenile offenders.
- To divert non-violent juvenile offenders from state juvenile correctional institutions.

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

- (1) direction – the expected change or accomplishment (e.g., improve, maintain);
- (2) timeframe – when the objective will be achieved; and,
- (3) target population – who is affected by the objective.

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

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<sup>a</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. *Juvenile Justice Program Evaluation: An Overview, Second Edition* (June 2003). Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

<sup>b</sup> New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

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

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
- By program completion, juvenile offenders will have carried out all of the terms of mediation agreements with their victims

## **Process Evaluation versus Outcome Evaluation**

### Process Evaluation<sup>d</sup>

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

Examples of process measures include:

- the number of juveniles who received counseling services, which may be compared to the number expected to receive services;
- the average caseload per probation officer, which may be compared to the average caseload expected; and,
- the number of interagency agreements entered into by the program, which may be compared to the number planned.

### Outcome Evaluation<sup>d</sup>

The purpose of the outcome evaluation is to 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:

- changes in the reading and math scores of juveniles who completed the program;
- changes in self-reported drug and alcohol use; and,
- the number of juveniles who have subsequent contacts with police after leaving the program.

In an evidence-based practice approach, outcome evaluations must include not only the measures but 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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<sup>d</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. *Juvenile Justice Program Evaluation: An Overview*, Second Edition (June 2003). Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

# Appendix K: Sample Grant Agreement, General Terms, and Federal Conditions

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>BSCC xxx-xx</b>
--

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

STATE AGENCY'S NAME	BOARD OF STATE AND COMMUNITY CORRECTIONS
CONTRACTOR'S NAME	
  
2. The term of this Agreement is: October 1, 2019 through December 31, 2022
  
3. The maximum amount of this Agreement is: \$
  
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A: Scope of Work	4 pages
Exhibit B: Budget Detail and Payment Provisions	4 pages
Exhibit C: GTC 04/2017, General Terms and Conditions	3 pages
Exhibit D: Special Terms and Conditions	6 pages
Exhibit E: JAG Federal Award Conditions	14 pages
Exhibit F: Federal Conditions Enjoined by Court Order	6 pages
Attachment 1: 2018 JAG Request for Proposals*	
Attachment 2: 2018 JAG Application for Funding	xx pages
Appendix A: JAG Executive Steering Committee	1 page
Appendix B: Criteria for Non-Governmental Entities Receiving JAG Funds	2 pages

*\*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: [www.bscc.ca.gov](http://www.bscc.ca.gov)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>California Department of General Services Use Only</b>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
BOARD OF STATE AND COMMUNITY CORRECTIONS		
BY (Authorized Signature)		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING		
MARY JOLLS, Deputy Director		
ADDRESS		
2590 Venture Oaks Way, Suite 200		
Sacramento CA 95833		

Exempt per: SCM 1, 4.06

**SAMPLE GRANT AGREEMENT  
EXHIBIT A: SCOPE OF WORK**

**1. GRANT AGREEMENT – JAG**

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and **xxx County** hereafter referred to as Grantee or Contractor.

**2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (34 U.S.C. §§10151-10158) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The JAG Program in California supports three Program Purpose Areas designated by federal statute: 1) Prevention and education programs 2) Law enforcement programs, and 3) Prosecution, courts, defense, and indigent defense.
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2018 JAG Request for Proposals (by reference) and Attachment 2: 2018 JAG Application for Funding, which is attached and hereto made part of this agreement.

**3. PROJECT OFFICIALS**

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:
  - Authorized Officer** with legal authority to sign:
    - Name:
    - Title:
    - Address:
    - Phone:
  - Designated Financial Officer** authorized to receive warrants:
    - Name:
    - Title:
    - Address:
    - Phone:
    - Fax:
    - Email:
- C. Either party may change its project representatives upon written notice to the other party.

**SAMPLE GRANT AGREEMENT  
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 of the data collection and reporting requirements as described in the JAG Request for Proposal/Application.

**5. PROGRESS REPORTS AND EVALUATIONS**

A. Grantee will submit quarterly progress reports, including results for the federal performance indicators, 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:

<b>Progress Report Periods</b>	<b>Due Date</b>
1) October 1 through December 31, 2019	January 15, 2020
2) January 1 through March 31, 2020	April 15, 2020
3) April 1 through June 30, 2020	July 15, 2020
4) July 1 through September 30, 2020	October 15, 2020
5) October 1 through December 31, 2020	January 15, 2021
6) January 1 through March 31, 2021	April 15, 2021
7) April 1 through June 30, 2021	July 15, 2021
8) July 1 through September 30, 2021	October 15, 2021
9) October 1 through December 31, 2021	January 15, 2022
10) January 1 through March 31, 2022	April 15, 2022
11) April 1 through June 30, 2022	July 15, 2022
12) July 1 through September 30, 2022	October 15, 2022

B. The Local Evaluation Plan December 31, 2019

C. The Local Evaluation Report December 31, 2022

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

**6. PROJECT RECORDS**

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

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, 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.

**SAMPLE GRANT AGREEMENT  
EXHIBIT A: SCOPE OF WORK**

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

**7. CONFLICT OF INTEREST**

- A. Existing law generally prohibits any person who participated on the JAG Executive Steering Committee (See Appendix A) from receiving JAG grant funds directly or indirectly (e.g., being paid by an employer receiving grant funds). However, public employees or public officers are deemed not to have a financial conflict of interest for purposes of the JAG grant and their employing agencies are eligible to apply. (See Pen. Code, § 6025.1, subd. (b).)
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

**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, please check one of the boxes below to indicate the grantee's choice for meeting 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.

**SAMPLE GRANT AGREEMENT  
EXHIBIT A: SCOPE OF WORK**

**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-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 GRANT AGREEMENT  
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**10. INVOICING AND PAYMENTS**

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

**Invoicing Periods**

**Invoice Due Date**

1) October 1 through December 31, 2019	February 15, 2020
2) January 1 through March 31, 2020	May 15, 2020
3) April 1 through June 30, 2020	August 15, 2020
4) July 1 through September 30, 2020	November 15, 2020
5) October 1 through December 31, 2020	February 15, 2021
6) January 1 through March 31, 2021	May 15, 2021
7) April 1 through June 30, 2021	August 15, 2021
8) July 1 through September 30, 2021	November 15, 2021
9) October 1 through December 31, 2021	February 15, 2022
10) January 1 through March 31, 2022	May 15, 2022
11) April 1 through June 30, 2022	August 15, 2022
12) July 1 through September 30, 2022	November 15, 2022
13) October 1, 2022 through December 31, 2020*	January 31, 2022

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) and all obligated match contributions must be incurred by the end of the grant project period, September 30, 2022, and included on the invoice due November 15, 2022. Project expenditures and match dollars incurred after September 30, 2022 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2022. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of October 1, 2022 through December 31, 2022 and must be submitted on the last invoice, due January 31, 2022. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

**11. 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



**SAMPLE GRANT AGREEMENT**  
**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

California and the Federal Government 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.

**12. BUDGET CONTINGENCY CLAUSE**

- A. 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 U.S. Department of Justice, Office of Justice Programs. 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.

**13. 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 most current version of the BSCC Grant Administration Guide, which can be found under Quick Links, here:

[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php)

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.

- B. 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.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

**14. 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.

**SAMPLE GRANT AGREEMENT  
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**15. 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 federal 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;
  - 3) submittal and approval of any additional required reports; and
  - 4) submittal and approval of the final audit of expenditures.
- 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.

**16. PROJECT BUDGET**

Expending of grant funds is limited to: Year 1: no more than the amount requested for Year 1; Year 2: no more than the amount requested for Year 2 plus any carry over of unspent funds from Year 1 (use of carry over funds requires BSCC pre-approval); and Year 3: no more than the amount requested for Year 3 plus any pre-approved unspent carry over funds from Years 1 and 2.

**Year 1: Project Budget**

Line Item	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$0
6. Fixed Assets/Equipment	\$0

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

7. Other (including training, travel, etc.)	\$0
<b>TOTAL</b>	<b>\$0</b>

**Year 2: Project Budget**

Line Item	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$0
6. Fixed Assets/Equipment	\$0
7. Other (including training, travel, etc.)	\$0
<b>TOTAL</b>	<b>\$0</b>

**Year 3: Project Budget**

Line Item	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$0
6. Fixed Assets/Equipment	\$0
7. Other (including training, travel, etc.)	\$0
<b>TOTAL</b>	<b>\$0</b>

**SAMPLE GRANT AGREEMENT  
EXHIBIT C: GENERAL TERMS AND CONDITIONS**

**GTC 04/2017: GENERAL TERMS AND CONDITIONS**

- 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

**SAMPLE GRANT AGREEMENT  
EXHIBIT C: GENERAL TERMS AND CONDITIONS**

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

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

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

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

**SAMPLE GRANT AGREEMENT  
EXHIBIT C: GENERAL TERMS AND CONDITIONS**

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

**SAMPLE GRANT AGREEMENT  
EXHIBIT C: GENERAL TERMS AND CONDITIONS**

- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

**SAMPLE GRANT AGREEMENT  
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 is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2018 JAG Request for Proposals, and Attachment 2: 2018 JAG Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

**2. GRANTEE ASSURANCES AND COMMITMENTS**

**A. Compliance with State 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 applicable federal statutes, regulations, policies, guidelines and requirements, including all JAG Federal Award Conditions applicable to the 2017 JAG Award. The 2017 JAG Federal Award Conditions are included in this Grant Agreement as Exhibit E. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding.

**C. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2018 JAG Request for Proposals, Attachment 2: 2018 JAG Application for Funding, 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 with providers 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.



**SAMPLE GRANT AGREEMENT  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

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 its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as 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 project's final audit of expenditures under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state 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 Department of General Services, the Department of Finance, the 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 project's final audit of expenditures. 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 project period.

**SAMPLE GRANT AGREEMENT  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

**5. ACCOUNTING AND AUDIT REQUIREMENTS**

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 the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

**A. Federal Single Audit Act**

If the Grantee expends \$750,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 requires non-federal entities that meet the expenditure criteria to have either a single or program-specific audit conducted for that expenditure year.

**B. Interim Audit**

The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

**C. Annual Audit**

- 1) Within 120 calendar days of this Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$750,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

**SAMPLE GRANT AGREEMENT  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix 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 the Application for Funding/Grant Proposal, the JAG Year-Two Application for Funding, and the JAG Year-Three Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

**8. TERMINATION**

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2018 JAG Request for Proposals, Attachment 2: 2018 JAG Application for Funding or approved modifications; and

**SAMPLE GRANT AGREEMENT  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

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

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

**9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and 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 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 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 Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

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

**10. 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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The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

**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 certifications or assurances 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 42 U.S.C. 3795a), 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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), 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 FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://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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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, effective December

2017"), 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/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf)

**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 Unique Entity Identifiers**

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://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 <http://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 <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: 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 \$150,000**

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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Threshold (currently, \$150,000). 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

<http://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 \$150,000)) 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 <http://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, effective December 2017" accessible at: [https://ojp.gov/financialguide/DOJ/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf).)

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, and other applicable laws.

11. OJP Training Guiding Principles



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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:

<http://ojp.gov/funding/ojptrainingguidingprinciples.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 "high-risk" 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>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**17. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, Grantee, or any subrecipient ("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. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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 prohibition, 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 2017)**

The recipient, Grantee, 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, 2017, are incorporated by reference and are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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.

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Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

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

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

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(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 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. Cooperating with OJP Monitoring**

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its 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 monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG

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for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**24. FFATA reporting: Subawards and executive compensation**

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. 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: <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to—(1) an award less than \$25,000, or (2) an award 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).

**25. Use of program income**

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.

**26. Justice Information Sharing**

In order to promote information sharing and enable interoperability among disparate systems across the justice public safety community, the recipient, Grantee, and any subrecipient at any tier, must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

**27. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**28. Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R.

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Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

**29. Protection of human research subjects**

The recipient, Grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**30. Confidentiality of data**

The recipient, Grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient and Grantee further agree, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**31. Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**32. Required attendance at BJA-sponsored events**

The recipient, Grantee (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

**33. Justification of consultant rate**

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 OJP program office prior to obligation or expenditure of such funds.

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**34. Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient, Grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient and Grantee understand that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, Grantee, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient and Grantee understand and agree that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient and Grantee further understand and agree to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**Application of This Condition to Recipient's Existing Programs or Activities:** For any of the recipient's or Grantees' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

**35. Establishment of trust fund**

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If award funds are being drawn down in advance, the recipient (or Grantee, with respect to subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

**36. Prohibition on use of award funds for match under BVP program**

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

**37. Certification of body armor "mandatory wear" policies**

The Grantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

**38. Body armor - compliance with NIJ standards**

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

**39. Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

**40. Prohibited Expenditures List**

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

**41. Controlled expenditures - prior written approval required**



**SAMPLE GRANT AGREEMENT**  
**EXHIBIT E: 2017 JAG FEDERAL AWARD CONDITIONS**

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

**42. Controlled expenditures - incident reporting**

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to

time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEequipment-WG-Final-Report.pdf>.

**43. Sale of items on Controlled Expenditure List**

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure

**44. Prohibited or controlled expenditures - Effect of failure to comply**

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

**45. Controlled expenditures - Standards**

**SAMPLE GRANT AGREEMENT  
EXHIBIT E: 2017 JAG FEDERAL AWARD CONDITIONS**

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

**46. Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

**47. Encouragement of submission of "success stories"**

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

**48. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor subrecipients' compliance with applicable federal civil rights laws and nondiscrimination provisions. The BSCC has submitted to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements.

The details of the BSCCs obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

**49. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT E: 2017 JAG FEDERAL AWARD CONDITIONS**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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

The Grantee acknowledge and agrees to comply with any request related to 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 the BSCC's 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.

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

**Notice Regarding Enjoined Immigration Enforcement Conditions:** For FY 2017 JAG funding, OJP sought to impose conditions related to immigration enforcement as requirements for state and local governments to receive JAG funding. On November 20, 2018, a United States District Court for the Northern District of California entered an order enjoining the enforcement of these immigration enforcement conditions.

(Please see: <http://www.bscc.ca.gov/downloads/ECFNo.54-AmendedJudgmentandOrder.pdf>.)

Consequently, the Bureau of Justice Assistance will not enforce these conditions against the State of California or any subrecipients that receive JAG funding through the Board of State and Community Corrections.

Grantees are **not** required to implement or agree to these conditions while the injunction remains in place. The BSCC will continue to provide updates on the status of this litigation and any changes to the applicability of the challenged grant conditions.

1. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the State). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373, the State may submit a fully-executed award document executed by the State on or after the date of that certification.

2. Ongoing compliance with 8 U.S.C. 1373 is required
  1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."
  2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373,

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.
5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

3. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify
  1. If the recipient is a State or local government--
    - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that is

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

funded in whole or in part with award funds is subject to any "information-communication restriction."

- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."
  - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.
  - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."
2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."
  - B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

**4. Required State-level rules or practices related to aliens; allowable costs**

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

**1. Requirements**

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

**2. Monitoring**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

**3. Allowable costs**

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

**4. Rules of construction**

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.

NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes -- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

- C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

**5. Required local-government-level rules or practices related to aliens; allowable costs**

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

**1. Requirements**

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

- A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.



**SAMPLE GRANT AGREEMENT**  
**EXHIBIT F: FEDERAL CONDITIONS ENJOINED BY COURT ORDER**

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.

**GRANT AGREEMENT - APPENDIX A  
JAG EXECUTIVE STEERING COMMITTEE ROSTER**

	<b>Name</b>	<b>Title</b>	<b>Organization/Agency</b>
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitations, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

## Appendix L: Other Federal Assurances

Applicable state and federal laws and guidelines will be covered in greater detail in subsequent contract language. For purposes of this Request for Proposals, the applicant will agree to abide by the following federal laws and guidelines.

### **Overview of Civil Rights Obligations**

The Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal grant program, administered by the U.S. Department of Justice (DOJ). As such, it falls under the jurisdiction of the U.S. DOJ's Office of Civil Rights. The Board of State and Community Corrections (BSCC) is the State Administering Agency for JAG funding in the State of California and has the following civil rights obligations:

- The BSCC must ensure compliance with applicable civil rights laws within the agency.
- The BSCC must ensure compliance with applicable civil rights laws by all grantees ("sub-recipients"), vendors, and contractors.

#### Federally-protected classes include:

- Race
- Color
- National Origin
- Sex
- Religion
- Disability
- Age
- Sexual Orientation
- Gender Identity

#### Cross-cutting federal civil rights laws:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Title II of the American With Disabilities Act of 1990
- The Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

### **Additional JAG Sub-Recipient Certifications**

- Formulation of an Equal Employment Opportunity Program (EEOP)
- Establishment of a Civil Rights Coordinator
- Development and Implementation of Formal Grievance Procedures
- Compliance with Section 504 of the Rehabilitation Act
- Compliance with Title II of the Americans with Disabilities Act (ADA)
- Compliance with Title IX of the Education Amendments
- Compliance with the Juvenile Justice and Delinquency Prevention Act

*Sub-recipients with 50 or more employees that receive \$25,000 or more in DOJ funding are required to:*

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures
- Provide Notice of Non-Discrimination Based on Disability

*Title II of the ADA requires that public entities with 50 or more employees that receive federal funding (regardless of the amount):*

- Designate a Disability Coordinator
- Adopt Disability Grievance Procedures

**Appendix M: 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**

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**1. Executed Agreement**

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

Yes  No

**2. BSCC Grant Administration Guide**

The Grantee has a copy of the BSCC Grant Administration Guide readily available and staff know how to use it (e-file is acceptable).

Yes  No

**3. Organizational Chart**

The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant.

Yes  No

**4. Duty Statements**

The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.

Yes  No

**5. Timesheets**

5a. The Grantee maintains timesheets on all staff charged to the grant (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**

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**

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**Field Representative Comments for Administrative Review Section:**

*Number comments to correspond to the Administrative Review items.*

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**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**

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

**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

**SAMPLE**

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

Yes  No  N/A



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

**8. Findings**

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

**Yes**  **No**  **N/A**

**9. Limited English Proficiency**

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

**10. Training**

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

**Yes**  **No**  **N/A**

**11. Religious Activities**

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

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

**Yes**  **No**  **N/A**

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

**Yes**  **No**  **N/A**

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

**Yes**  **No**  **N/A**

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**Field Representative Comments for Civil Rights Review Section:**

Number comments to correspond to the Civil Rights Review items.

**SAMPLE**

**III. FISCAL REVIEW**

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**1. Budget File**

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

**2. Fiscal Policies and Procedures**

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

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

**3. Invoices**

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

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

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

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

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

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

**4. Tracking**

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

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

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

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

**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

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#### Field Representative Comments for Fiscal Review Section:

Number comments to correspond to Fiscal Review items.

### IV. PROGRAM REVIEW

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

#### 1. Governing Body

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

Yes  No  N/A

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

Yes  No  N/A

1c. Are all of the required members participating?

Yes  No  N/A

#### 2. Evidence-Based Interventions

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

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

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

### SAMPLE

#### 3. Assessments

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

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

**4. Staff Training**

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

4b. Are there opportunities for ongoing training for staff affiliated with the grant? Yes  No

**5. Policies & Procedures**

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

5b. Are they accessible to staff? Yes  No

**6. Case Management/Tracking**

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track clients served by the grant? Yes  No  N/A

6b. If not, how are services and/or clients tracked?  
Explain in the Program Review Comments section.

**7. Source Documentation**

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

**8. Progress Reports**

8a. Progress Reports are current. Yes  No

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. Yes  No   
If no, explain in the Program Review Comments section.

**9. Problems**

The Grantee has experienced operational or service delivery problems.  
If yes, explain in the Program Review Comments section. Yes  No

**10. Sustainability**

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? Yes  No   
Describe in the Program Review Comments section.

**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**

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**1. Evaluator**

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

**Yes**  **No**  **N/A**

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

**2. Evaluation Plan**

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

**Yes**  **No**  **N/A**

**3. Preliminary Evidence**

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

**Yes**  **No**  **N/A**

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

**Yes**  **No**  **N/A**

**Field Representative Comments for Data Collection and Evaluation Section:**

Number comments to correspond to Data Collection and Evaluation Review items.

**VI. MONITORING SUMMARY**

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**1. Outcome of Visit**

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

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

1c. Describe here:

**2. Technical Assistance**

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

2b. Describe here: