

**COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing Agreement**

Purchase Order Number:	4400008227	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 160,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 492,962.00
Current Agreement End Date:	12/31/2022	New Agreement End Date:	6/30/2023

**For County Use Only – SAP**

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
<b>Line 1</b>	H	0202	5255100	3850	\$23,962		GB202NCACD
<b>Line 2</b>	H	0202	5255500	3832	\$309,000		999999
<b>Line 3</b>	Select						
<b>Line 4</b>	Select						
<b>Line 5</b>	Select						

Approved: 08/16/2022

**Parties to Agreement**

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

**Contractor**

Contractor Name (As Displayed In SAP):	YWCA
Contact Person:	Adriana Caldera
Street Address *:	375 S 3rd Street
City, State, Zip *:	San Jose, CA 95112
Telephone Number *:	408-295-4011 ext 3629
Email Address *:	acaldera@yourywca.org
SCC Vendor Number (As Assigned In SAP):	1011451

\* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

# COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

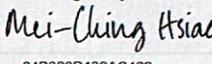
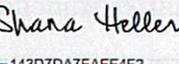
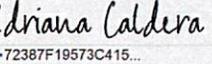
**This is an amendment to an existing Agreement**

## County of Santa Clara

Agency / Department:	Office of the District Attorney	Department Number:	0202
Program Manager or Contract Monitor Name:	Jennifer Puthoff		
Street Address:	455 O'Connor Drive, Suite 150		
City, State, Zip:	San Jose, CA 95128		
Telephone Number:	Phone: 669-299-8809   Mobile: 669-297-2572		
Fiscal Contact (Accounts Payable Contact):	Mei-Ching Hsiao		
Contract Preparer:	Sandra Gamino		

## Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by:  F707F5FC08004AB...	Date:	6/16/2022
Agency/Department Fiscal Officer:	DocuSigned by:  04B390D139AC423...	Date:	6/16/2022
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by:  143D7DA7EAEF4F2...	Date:	6/16/2022
Contractor:	DocuSigned by:  72387F19573C415...	Date:	6/16/2022
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>	 <b>MIKE WASSERMAN</b>	Date:	AUG 16 2022
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	AUG 16 2022

11/20/22

# COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

## This is an amendment to an existing agreement

### Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Or see Attachment \_\_\_\_\_ as incorporated by this reference

Amend Contract Specifics

*Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*

A-1  
Or see Attachment \_\_\_\_\_ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 160,000
B.	Amount of increase or decrease: (Explain below)	\$ 332,962
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 492,962

**Explanation of increase / decrease** (include new payment terms if applicable):

A1-B1  
Or see Attachment \_\_\_\_\_ as incorporated by this reference

**COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT****This is an amendment to an existing agreement** **Amend Standard Provisions**

Or see Attachment C as incorporated by this reference  
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment \_\_\_\_\_

 **Other (please explain below)**

Or see Attachment \_\_\_\_\_ as incorporated by this reference

**Contract History**

Total financial obligation from prior fiscal year(s):	\$ 160,000
Financial obligation in current fiscal year:	\$ 332,962
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 492,962

**Insurance**

Insurance does not require changes



Insurance Exhibit is replaced by Exhibit \_\_\_\_\_ attached and incorporated by this reference.

## Section V: Contract Specifics Children's Advocacy Center (CAC) Scope of Work

### A. PROGRAM OVERVIEW

The Santa Clara County Children's Advocacy Center (CAC) serves an important role in preventing, identifying, and prosecuting child abuse. The multidisciplinary team approach brings together under one umbrella all the professionals and agencies needed to offer comprehensive services: law enforcement, child protective services, prosecution, mental health, medical, and victim advocacy.

Comprehensive, coordinated victim support and advocacy services are provided to children and families through various funding streams.

Community Based Advocacy services are provided at the CAC through the initial investigation, follow up services, and prosecution (if any) for all child sexual abuse cases. Advocacy services are provided to all victims and supportive family members regardless of their financial background or ability to pay. Children and families in crisis need assistance in navigating the multiple systems involved in the CAC response such as law enforcement, child protection, prosecution, medical and mental health services. Specialized victim support and advocacy will reduce trauma to children, improve outcomes of investigations and prosecutions, and provide critical support and crisis intervention to the supportive parent/guardian.

Community Based Advocates are staffed by the YWCA of Golden Gate Silicon Valley and Community Solutions. All of the Community Based Advocates that support the CAC are state certified confidential rape crisis advocates that have completed a minimum of 40 hours training pursuant to California Evidence Code (E.C.) 1035.2 and are an employee or volunteer of a Rape Crisis Center receiving California Governor's Office of Emergency Services (Cal OES) Rape Crisis Program funding in addition to other funding, as available. Additionally, our Community Based Advocates qualify as confidential Domestic Violence counselors per California Evidence Code Section 1037-1037.8; and Human Trafficking case workers per California Evidence Code Section 1038.2.

Community Based Victim Advocates have a unique role at the CAC providing a trauma-informed approach to help victims and their families understand the dynamics of traumatic experiences as well as their natural capacities to heal. This empowerment/educational focus supports victims to gain access to innate capacities to function in daily life through stressful times, identifying available internal resources as well as external resources in their families, cultures, and communities (to include the multi-systems response to victimization).

Community Based Victim Advocates located at the CAC along with Case Managers from the YWCA of Golden Gate Silicon Valley will work together to ensure effective linkage, collaboration, and referrals to assist clients in their healing process and to reduce barriers to services.

## 1. PROGRAM PRINCIPLES

The principles of the Community Based Victim Advocates at the Children’s Advocacy Center of Santa Clara County are as follows:

- a. Help educate and guide children and family members in the aftermath of their crisis and trauma;
- b. Provide access to needed information, services, and support in their pursuits of healing and justice thoughtful discourse, and advocate for clients;
- c. Promote strong families and safe children;
- d. Ensure that every family will be empowered to develop their own strengths and capacities;
- e. Honor the unique strengths and potential of each family through respect;
- f. Share decision making and responsibility for child safety and well-being;
- g. Promote family engagement;
- h. Build the relationship between the family and the multi-disciplinary members to develop a shared understanding of common goals to achieve better outcomes for children and families;
- i. Ensure that practice approaches and services are culturally sensitive and specific to the needs of the family;
- j. Identify available resources and supports for the family;
- k. Measure program results, ensure fidelity, and include an embedded evaluation processes; and
- l. Provide services that are supportive, safe, and culturally responsive.

## 2. TARGET POPULATION

- a. Contractor will provide Community Based Victim Advocacy services for children (ages 0 and up to age 18) in Santa Clara County who have experienced sexual assault and abuse and for their immediate family members and or caregivers. Referrals for services at the CAC will be through the County of Santa Clara Department of Family Children’s Services (DFCS), Law Enforcement, District Attorney’s Office (DAO), CAC Medical Clinic, or self-referrals from families or youth at the CAC.
- b. Referrals for long-term case management services for youth and caregivers living in South County (Zip codes include 95020, 95037, 95046 and San Benito County) will be managed through Community Solutions and for families and youth living outside of South County will be referred to the YWCA Golden Gate Silicon Valley.
- c. Knowing that many of the children, youth and families who are referred to the CAC may experience poly-victimization such as physical abuse, exploitation, domestic violence, and exposure to family violence long term case management and referrals for services supporting families will not be limited to victims of sexual abuse or assault.

## B. SERVICE DELIVERABLES

1. Contractor shall provide Community Based Victim Advocacy and Case Management services that include, but are not limited to<sup>1</sup>:
  - a. Crisis assessment and intervention, risk assessment and safety planning and support for children and family members at all stages of involvement with CAC;
  - b. Assessment of individual needs, cultural considerations for child/family and ensure those needs are addressed;
  - c. Provide advocacy, accompaniment and support during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed;
  - d. Provision of education and access to victim's rights and crime victim's compensation benefits;
  - e. Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance etc.);
  - f. Provision of referrals for trauma focused, evidence –supported mental health and specialized medical treatment (per National Children's Alliance (NCA) minimum standards for mental health providers);
  - g. Coordinated case management meetings with all individuals providing victim advocacy services;
  - h. Develop and maintain confidential client files;
  - i. Collect and compile data and material for review and analysis;
  - j. Ensure the Victims of Crime Act (VOCA) grant compliance and accuracy;
  - k. Ensure the National Children's Alliance (NCA) grant compliance and accuracy;
  - l. Maintain a working relationship with local victim advocate programs and shelters;
  - m. Attend and participate in professional group meetings;
  - n. Attend training meetings to stay abreast of new trends and innovations in the field of victim advocacy and resources;
  
2. Contractor further agrees:
  - a. to protect confidentiality of their clients outlined in their own agency policies and procedures and in accordance with all applicable local, state, and federal law.
  - b. that advocacy services will be made available and accessible to all CAC clients regardless of ability to pay;
  - c. that, as mandated reporters, Contractors and their staff will report all suspected cases of child sexual and severe physical abuse to state/local office of child protection; and
  - d. to provide the youth and family members with survey questionnaires at discharge to measure client satisfaction with rendered services, program fidelity.

### 3. LOCATION AND HOURS OF SERVICE

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<sup>1</sup> More than one Community Based Victim Advocate may perform the below functions at different points throughout a case. However, Contractor must ensure continuity and consistency in service delivery.

- a. Contractor shall provide services Monday through Friday, primarily during the hours of 8:30 a.m. to 5:00 p.m. at the CAC located at 455 O'Connor Drive, San Jose. CA 95128, Suite 150.
  - i. Contractor may stagger their staffing and/or adjust their hours to include evening, after hours, or weekends to best meet the needs of clients being served at the CAC.
  - ii. If the Contractor *is not* available during normal business hours, Contractor will notify the CAC Program Manager and arrange for the appropriate staffing at the CAC during regular business hours.
  - iii. In the event the designated advocate at the CAC is unable to cover their shift due to illness, vacation, or otherwise, Contractor will provide a fully trained advocate to provide coverage during the period the designated advocate is absent.
- b. Contractors will offer after-hours and weekend advocacy services via an on-call system to serve families at the CAC as well as provide support to families and youth with an immediate need or crisis. For on-call Community Based Victim Advocates responding to the CAC through YWCA, the on-call response time is within 30 minutes.
- c. Contractors will offer services on a 24-hour, seven-day per week basis via a crisis line.

#### 4. PROVISION OF SERVICES

- a. Referrals
  - i. CAC staff is responsible for making the initial referral notifying Contractor of the case information, time & location of the forensic interview and or medical exam.
- b. Contractor's Responsibilities
  - i. The Contractor's role during the examination process is not investigatory.
  - ii. Upon meeting the family, the Contractor's Community Based Victim Advocates will explain their role and will inform the Parent/Guardian that they are also a Mandated Reporter.
  - iii. The Contractor will have the family<sup>2</sup> complete a written consent form in their primary language as well as provide the family with their agency's brochure and CAC Program Materials including, but not limited to, the CAC Caregiver Handbook, California Victim Compensation Board (CalVCB) Application and list of local behavioral health resources and materials.
  - iv. After a forensic interview or medical exam, Contractor's Community Based Victim Advocates will conduct follow up calls and make at least three attempts to contact families.

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<sup>2</sup> For Sexual Assault Forensic Exams (SAFE) and for youth over the age of 12, youth may consent to release their own records regarding sexual assault.

1. During the follow up, Contractor's Community Based Victim Advocates will consult with DFCS staff and the DAO Victim Advocates to ensure non-duplication of efforts, to exhaust all victim services available, and to ensure criminal justice notifications under Marsy's Law are maintained.
  - c. Contractor's Community Based Victim Advocates are responsible for making the initial referral or warm hand-off to a long-term Case Manager at either the YWCA, Community Solutions (and when appropriate DFCS) for services for the child and supportive family member.
  - d. Contractor agrees to ensure timely response for referrals for long term case management and will respond to clients within three days from receiving the initial referral.
  - e. Contractor agrees to monitor service referrals for case management, including monitoring waitlist for therapy as well as issues that may arise concerning access and client engagement.
  - f. Contractor will report to CAC Program Manager and CAC Multi-Disciplinary Case Review team on the outcomes associated with these referrals including any service delivery barriers.
  - g. The Contractor agrees to exercise reasonable efforts to inform the client and explain the purpose of the release of information, when legally required, from the legal guardian for cases referred to them by the CAC in an effort to share confidential information relevant and essential to the Case Review and or referring agency.
  - h. The Contractor Program Director or Manager will participate in quarterly Leadership meetings and subcommittees, as needed, and provide consultation, expertise, and input on victim advocacy.
  - i. The Contractor shall attend scheduled Multi-Disciplinary Case Review in order to provide Victim Advocacy and trauma-informed perspectives on case discussions and share relevant case information and treatment progress outcomes in accordance with privilege and confidentiality laws and relevant case law, as well as the perspectives on child trauma and evidence-based treatment practices.
  - j. Contractor will provide CAC with updated agency contact information and work schedules roster as needed for staffing. Updated information includes work hours, email, and phone numbers.
5. DAO Responsibilities
- a. The DAO Victim Advocates at the CAC will work with the Contractor to provide information about victim compensation, assist with completing the application and submission of the applications to the state (CalVCB).

- b. The CAC Program Manager is responsible for notifying the Contractor of regularly scheduled Multi-Disciplinary Case Review meetings conveyed as part of a Multi-Disciplinary Team under Penal Code § 11166.4 and Welfare & Institutions Code § 18961.7.

## 6. WRITTEN MATERIALS

- a. Contractor to provide CAC brochures and/or pamphlets available to inform families about the availability of the services and the assistance provided to families through these services.
  - i. Brochures and/or pamphlets shall be provided in multiple languages.
  - ii. CAC brochures and pamphlets are to be approved by the CAC Program Manager.
  - iii. Contractor agency brochures and pamphlets should be revised as needed to ensure information is accurate and up to date, including contact information, website and hours and operation of services.
- b. Contractor will provide families with any legally required written consent forms in their preferred language.

## C. PERFORMANCE STANDARDS

### 1. CULTURAL SENSITIVITY

- a. Contractor will participate in and provide access to a network of culturally sensitive services. Cultural sensitivity is defined as services and staff that are responsive to the religious, regional, ethnic, social, linguistic, gender and sexual orientation needs of the family and child;
- b. Contractor will maintain a sufficient level of culturally sensitive staff to effectively carry out program activities for the cultural group(s) they serve. Staffing must reflect the culturally diverse religious, regional, ethnic, social, linguistic, gender and sexual orientation characteristics of the clients served;
- c. Contractor must serve and be deeply embedded in the community in Santa Clara County. “Deeply embedded” is defined as having the knowledge of the community being served and the ability to quickly link the target population to both informal and formal support networks that are culturally sensitive to the family’s own community.
- d. Contractor must maintain a high proficiency level in the cultural group(s) they serve. This includes the unique needs of immigrant families, youthful parents, parents struggling with mental health, developmental delays, substance abuse issues, battling domestic violence and those parents who have children 0 to 18 years of age with behavioral, medical, developmental, or mental health concerns.

- e. Contractor will ensure that Community Based Victim Advocates at the CAC have proficiency in language abilities specific to the cultural group(s) they serve. Contractor should have the ability to utilize language translation services as needed to serve all languages within their identified population.
- f. Additionally, to improve the care and services to Lesbian, Gay, Bisexual, Transgender, Questioning and Intersex (LGBTQI) children, youth and families, Contractor will ensure service delivery in a manner that promotes the healthy development of SOGIE (Sexual Orientation and Gender Identity and Expression). A healthy development of SOGIE is universal, normative, and essential to well-being.

## 2. CLIENT RECORDS

- a. Contractor will maintain a written and/or electronic individual file on each client, including but are not limited to the consent form in the family's language, document all contacts, interventions, services, and the family's progress within assigned service/program.
  - i. The client case file is to include consent forms in the preferred client language, intake and release of information, service tracking form and any relevant client/program information.
- b. Client's right to confidentiality.
  - i. The CAC and the Contractor agree that all victim advocacy records are the property of the Contractor.
  - ii. Forms will be maintained in the client's file in a secure location at the CAC or Contractor's Office.
- c. Contractor will maintain data for clients that includes the total number of unduplicated families served. Additional data shall include, but are not limited to, the following information for each family:
  - i. Name of family served;
  - ii. Date of birth of client served;
  - iii. Referral identification number and or case serial number and received date;
  - iv. Primary Community Based Victim Advocate assigned to the referral
  - v. Zip code of the family/primary caregiver served (if available and if a non-intact/split family);
  - vi. Race/ethnicity and primary language of family served (if available);
  - vii. Initial and on-going contacts with family;
  - viii. Engagement attempts and follow up contact attempts;
  - ix. Service referral types as well as outcomes;
  - x. Distribution of Family survey with documented reasonable efforts;

- d. Contractor will maintain all records related to services provided pursuant to this Agreement as required by federal, state or local law and regulations, including at least for the applicable retention period after the end of this Agreement. Contractor understands and agrees that the County has the right to audit the foregoing records and will supply copies of any records related to the resulting Agreement(s) and will provide copies of the records to the County, at Contractor's expense. Contractor will provide any copies requested by the County within 10 business days.

### 3. DATA AND REPORTING REQUIREMENTS

- a. Contractor shall input the data collected pursuant to Section H.3 above into a database designated by the CAC and Contractor.
- b. Contractor will work with CAC Program Manager and on-site contracted staff to input data into the database in a timely manner with a high degree of accuracy, as required for the purpose of tracking outcomes and the utilization of services.
- c. Contractor will submit quarterly data reports to the CAC Program Manager in a timely manner and with a high degree of accuracy. The quarterly reports shall include the data fields specified by the CAC Program Manager.
- d. Contractor will assist in supporting and implementing the goals of the County, including the outcome measures, as agreed upon with the CAC multidisciplinary team and the NCA.
- e. Contractor must assist in an evaluation of the program and services. In addition to data collection requirements, the evaluation may consist of pre/post assessment in addition to interviews and/or surveys with program staff and participants.
- f. Contractor to ensure the development and use of a referral tracking mechanism to ensure all referrals are accounted for and responded to that includes the following information: referral name, case number, referral ID number, the assigned advocate, information regarding the family's engagement status (open to services, decline services, moved out of service area, already receiving services, and unable to contact); and other data points as identified by the CAC Program Manager.

### 4. STAFFING QUALIFICATIONS

- a. CAC Community Based Victim Advocates
  - i. Staff providing advocacy and case management services must have a Bachelor's Degree in Human Services, Social Work or other related field and a minimum of two (2) years of work experience in providing direct case management services to clients that demonstrate the ability to engage with families, accurately assess family needs, develop a family case plan, secure resources and services to help the family achieve the goals of the case/treatment plan, and have an understanding of the developmental needs of children. For staff that do not possess a Bachelor's

- Degree in Human Services, Social Work or other related field, a minimum of (4) years of case management experience and/or experience providing direct services may be substituted.
- ii. Strong knowledge of Criminal Justice and or Dependency System, impact of trauma on survivors of sexual assault or abuse, awareness of relationship violence, child abuse, stalking, and sexual abuse and assault preferred. Knowledge of counseling and advocacy techniques for people who have been victims of domestic violence, including crisis intervention and case management skills.
  - iii. Strong knowledge of values, beliefs, and of cultural groups; an understanding of traditional and indigenous wellness and cultural practices; and
  - iv. Strong communication, interpersonal, organizational and listening skills.
- b. Case Manager
- i. Bachelor’s degree or college course work in the human services field or an equivalent combination of education and experience or experience in related work.
  - ii. Candidates should have knowledge of and sensitivity to sexual assault and domestic violence issues, trauma, gender equity, and/or other forms of oppression.
  - iii. Candidates should have an understanding of and be able to apply program theories such as trauma-informed care, intersectional-feminism, and anti-oppression/anti-discrimination frameworks.
  - iv. Bilingual and bi-literate in Spanish, Mandarin, or Vietnamese languages.
- c. Program Manager/Supervisor
- i. The program manager/supervisor must have a bachelor’s degree, master’s degree in Human Services, Social Work or related field, and a minimum of two (2) years of work experience in providing direct services to clients. Additional clinical training and possession of a professional license (e.g. LCSW or LMFT) is highly desirable.
  - ii. Fully understand the role of an Advocate
  - iii. Ability to assist staff to deal with struggles, barriers, and emerging issues that impact service delivery
  - iv. Ability to coach and support the staff in increasing their ability to engage in difficult conversations with families, Law enforcement Staff, Court staff and other community partners.
  - v. Ability to support staff with the tools and skills necessary to create trusting and meaningful partnerships with agencies in the community
  - vi. Ability to recommend specific practice techniques to use when working with children, families and agency staff.
  - vii. Ability to ensure staff receive one-on-one individual and/or group supervision utilizing reflective practice principles. Managers/Supervisors will meet with staff on a weekly basis to review cases and provide case consultation and coaching. Staff will receive one on one individual and/or group supervision utilizing reflective practice principles.

## 5. BACKGROUND CHECKS

- a. Prior to beginning services, all personnel of Contractor that work directly with clients must obtain, at the expense of selected Vendor(s), a Department of Justice background clearance and Live Scan. If the results of the background check are unfavorable, the Vender(s) will notify the County. The County may notify the Contractor to arrange for replacement personnel. If replacement personnel cannot be found, the County may terminate the Agreement. If any of the personnel receives an unfavorable result, the County may, at its discretion, consider providing an exemption subject to additional restrictions to be determined by the County.

## 6. STAFF TRAINING REQUIREMENTS

- a. Contractor confirms that the advocates have a minimum of 24 hours of training on the following topics and can provide documentation of their participation, as required by National Children’s Alliance for accredited CACs<sup>3</sup>:
  - i. Dynamics of abuse
  - ii. Trauma-informed services
  - iii. Crisis assessment and intervention
  - iv. Risk assessment and safety planning
  - v. Professional ethics and boundaries
  - vi. Understanding the coordinated multidisciplinary response
  - vii. Assistance in accessing/obtaining victims’ rights as outlined by law
  - viii. Court education, support, and accompaniment
  - ix. Diversity, Equity, and Inclusion Training
  - x. Assistance with access to treatment and other services, including protective orders, housing, public assistance, domestic violence intervention, transportation, financial assistance, interpreters, among others as determined for individual clients. (National Children’s Alliance Standards for Accredited Members, 2017 Edition).
- b. Contractor provider confirms that the advocates providing advocacy services to child victims of sexual and physical abuse and their families complete and document continuing education in the field of child abuse and race and equity, equity, consisting of a minimum of 8 contact hours every two years
- c. Contractor will be required to participate in ongoing joint trainings and workforce development about topics which may include, but are not limited to: Domestic Violence, Substance Abuse, Mandated Reporter Requirements, Mandated Reporter Training, Race and Equity, utilization of approved assessment tools, and other system wide trainings as deemed appropriate.

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<sup>3</sup> The above list of training requirements may be completed through NCA and or through the state mandated statutory standing for Sexual Assault Advocates.

- d. Contractor will utilize training opportunities to teach the CAC protocol to staff as appropriate. This includes regularly sending staff to attend the CAC On-boarding or Shadowing Training.

## 7. CRITICAL INCIDENTS

- a. Contractor must report all major and/or media-sensitive incidents to the CAC Program Manager. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the contract; serious injury or death of any person in Contractor's care; serious injury or death of any person on property owned, leased, or operated by Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against Contractor that is related to this Agreement; and any event that has a possibility of receiving public or media attention.

Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of Contractor's personnel involved in the incident; and a description of any action taken in response to the incident.

8. Federal VOCA funds are awarded to the County of Santa Clara DAO to be used for this contract. All parties are responsible for reviewing and adhering to the provisions of the California Governor's Office of Emergency Services (CalOES) County Victim Services (XC) Program Guidelines and any other applicable federal guidelines. Additional requirements are as noted below:
  - a. Contractor shall comply with the Energy Policy and Conservation Act.
  - b. Contractor shall comply with the Clean Air, Clean Water, and Environmental Protection Agency regulations (contracts in excess of \$100,000).
  - c. Contractor shall retain all records for three years after all payments are made and all other pending matters are closed.
  - d. DAO is required to meet reporting requirements set forth by the awarding agency. This includes submitting a financial report (Report of Expenditures and Request of Funds) every quarter and Progress Reports every six months.
9. National Children's Alliance (NCA) funds, through a cooperative agreement with the United States Department of Justice, are awarded to the County of Santa Clara DAO to

be used for this contract. All parties are responsible for reviewing and adhering to all grant requirements and special conditions, including those contained in the following documents attached as Exhibit 1: Cooperative Agreement between 2022 Award Recipient and National Children’s Alliance; Grant Award Notification; NCA Electronic Grantee Handbook; and Request for Proposal. All parties are additionally required to comply.

10. Any changes to the scope of work will require an amendment to the Agreement.

#### D. PAYMENT SCHEDULE

1. The maximum compensation paid to Contractor under this Agreement must not exceed \$492,962.00 for the term of the program. Funding sources and their terms are as follow:
  - a. CalOES XC program grant funding of \$160,000 for services between January 1, 2022 to December 31, 2022 and will be unavailable as of December 31, 2022.
  - b. NCA grant funding of \$23,962 for services between April 1, 2022 to December 31, 2022 and will be unavailable as of December 31, 2022.  
This funding is to cover staff at a cost of hourly rate \$63.56 for a total of 377 hours, maximum of \$650 per day.
  - c. Santa Clara County funding of \$309,000 for services between July 1, 2022 to June 30, 2023 and will be unavailable as of June 30, 2023.
2. Contractor will send an invoice to the DAO, specifically to [DAOAccountsPayable@dao.sccgov.org](mailto:DAOAccountsPayable@dao.sccgov.org), on a quarterly basis for costs incurred during that quarter.
  - a. Invoices should be sent by the indicated due dates below for the respective quarter, or the next business day if the due date falls on a weekend or County holiday.
    - i. January 1, 2022 to March 31, 2022, Due Date April 15, 2022
    - ii. April 1, 2022 to June 30, 2022, Due Date July 15, 2022
    - iii. July 1, 2022 to September 30, 2022, Due Date October 15, 2022  
(Exception for NCA billing: October-December 2022 invoice is due December 16, 2022.)
    - iv. October 1, 2022 to December 31, 2022, Due Date January 10, 2023
    - v. January 1, 2023 to March 31, 2023, Due Date April 15, 2023
    - vi. April 1, 2023 to June 30, 2023, Due Date July 7, 2023
  - b. Contractor will submit separate invoices for each of the three funding sources.

Attachment B-1: Budget and Budget Narrative  
Grant ServicesBudget

<b>Line-item Description and Calculation</b>	<b>Total</b>
YWCA Salaries and Benefits	\$137,359
YWCA Operating Expenses	\$8,110
YWCA Indirect Costs (10% de minimus rate)	\$14,531
XC Grant Total	<b>\$160,000</b>
YWCA Salaries and Benefits	\$23,962
NCA Grant Total	<b>\$23,962</b>
YWCA Salaries and Benefits	\$273,380
Related administrative expenses	\$35,700
Santa Clara County General Fund Total	<b>\$309,000</b>
<b>Total</b>	<b>\$492,962</b>

Budget Narrative – XC Grant

*YWCA Golden Gate/Silicon Valley* will utilize XC project funds to fund the salary and benefit costs of one full-time *Community Based Victim Advocate* and a portion of the *YWCA Counseling and Intake Manager* (\$137,359), along with *Operating* (\$8,110) and *Indirect Costs* (\$14,531) (The title for a Community Based Victim Advocate at the YWCA is CAC Coordinator).

The *YWCA Community Based Victim Advocate* is on-site at the CAC and provides immediate crisis intervention, forensic medical exam accompaniment and confidential advocacy services to victims and their families. After the initial contact, the YWCA Community Based Victim Advocate provides follow-up services to the victim and their family within three days, and coordinates referrals for on-going services including long term case management. Depending on client need, the Community Based Victim Advocate can arrange for additional crisis intervention or case management services by mobilizing YWCA and Community Solutions internal rotations, depending on jurisdiction (Southern, Central, or Northern County). Additionally, the YWCA Community Based Victim Advocate creates warm hand-offs with case managers as needed to further assist survivors with civil and/or family court accompaniment, and referrals to other internal YWCA services, including childcare, therapy, and housing.

The *YWCA Counseling and Intake Manager* provides direct supervision to the Community Based Victim Advocate and ensures that there is effective program integration

between therapeutic services and YWCA CAC confidential advocate services. The YWCA Counseling and Intake Manager also serves as the YWCA representative on the CAC Leadership Team.

All YWCA XC-funded staff will complete monthly functional timesheets in accordance with grant guidelines.

Budget Narrative – NCA Grant

Funding from this grant will provide the necessary financial support for the CAC to adequately staff the Community Based Victim Advocate, enhancing quality case management, crisis intervention, accompaniment, and follow-up services in effort to meet the growing community demand. *YWCA Golden Gate/Silicon Valley* will utilize this grant funding to support the remaining balance of the Community Based Victim Advocate not covered by the XC funding and any necessary additional Advocacy for after-hours for unduplicated CAC clients (ages 2-17) and their immediate, supportive family members.

Budget Narrative – Santa Clara County General Fund

*YWCA Golden Gate/Silicon Valley* will utilize Santa Clara County General Fund to support one additional on-site Community Based Victim Advocate, two additional Case Managers, 1.6 afterhours/on-call staff, and related administrative expenses associated with YWCA staffing for CAC.

## Exhibit 1

1. Cooperative Agreement between 2022 Award Recipient and National Children's Alliance
2. Grant Award Notification
3. NCA Electronic Grantee Handbook
4. Request for Proposal



## Cooperative Agreement between 2022 Award Recipient and National Children's Alliance

This form is for National Children's Alliance (NCA) 2022 approved subawardees. This is an official agreement between your agency and NCA acknowledging that your agency accepts the funding awarded by NCA through a cooperative agreement with the United States Department of Justice (DOJ) and will follow all requirements and special conditions: **below, outlined in the Grant Award Notification, NCA Electronic Grantee Handbook and Request for Proposals.** By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200 Uniform Requirements

The recipient agrees to cooperate with NCA and the Office of Justice Programs (OJP) monitoring of this award pursuant to NCA's and OJP's guidelines, protocols, procedures, and special award conditions, and to cooperate with NCA (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 NCA all documentation necessary for NCA to complete its monitoring tasks. Further, the recipient agrees to abide by the deadlines set by NCA for providing the requested documents. Failure to cooperate with NCA's monitoring activities may result in actions that affect the recipient's NCA awards, including, but not limited to: **imposing additional special conditions on the award, withholdings and/or other restrictions on the recipient's access to award funds; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).**

National Children's Alliance has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and NCA in the operation of the project as well as the anticipated level of NCA involvement in this project.

### **NCA's participatory role in the project is as follows:**

- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations. This will include a quarterly review of stated expenditure of funds from the approved budget. Any deviation to the spending plan will be reported promptly to NCA. NCA will provide guidance on the de-obligation of funds when projected spending of funds does not meet the timelines.
- b. Review and approve major project generated documents and materials used in the provision of project services.
- c. Provide guidance in significant project planning meetings and participate in project sponsored training events or conferences. NCA will provide technical assistance to all entities utilizing funds under the NCA awards including but not limited to responding to direct inquiries, inclusion in customized webinars, conference calls and site visits.
- d. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from NCA.

e. NCA will conduct a final review of all recipients' detailed budgets and Budget Modifications requests (BMRs) as part of the annual de-obligation process. This process will take place by October of the current grant cycle. The specific due date for the submission of the final BMR will be established during the first programmatic call for the grant period.

### **Recipient:**

f. All recipients, excluding Equipment grant awardees, agree to appoint a staff member to attend the NCA Leadership Conference.

g. The recipient agrees to ensure that key grantee staff members complete all NCA grantee webinars and trainings specific to the awarded grant type.

h. The recipient agrees to comply with additional Terms and Conditions, as established by DOJ and NCA in the Electronic Grantee Handbook.

i. If the award amount is equal or greater than \$30,000, the recipient is required to report to NCA the information under the Federal Funding Accountability and Transparency Act (FFATA) as specified in Appendix One.

j. All recipients that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in their fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of [Title 2 C.F.R. Subpart E](#). Recipients are required to submit an electronic copy of their audit to NCA no later than 9 months after the recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, it must be included with the audit report.

k. Based on the grant performance, financial stability of the recipient, and other special circumstances, NCA may require an audit to be submitted/conducted by any of the recipient entities regardless of their budget size.

l. All recipients must permit NCA and auditors to have access to the records and financial statements as part of a scheduled desk review or site visit.

m. If a recipient of a Program Improvement – Meeting Accreditation Standards award with a focus on Mental Health, the recipient agrees to submit de-identified mental health outcome data, utilizing NCATrak as designated software platform to evaluate the improved outcomes for children.

n. If a recipient of a Provision of Core Direct CAC Services award, the recipient acknowledges that they were awarded grants for a nine-month project period with the potential opportunity for up to two additional continuation years. Awardees with continued demonstrated need, successful completion of Year 1 deliverables and compliance with reporting requirements may be invited to submit Year 2 Plans and Proposed budgets for continuation of their projects. In addition, the disbursement of funds depends on the availability of federal funds compliance with award conditions and federal and state guidelines. NCA reserves all right to amend, discontinue, or reduce award amounts for each continuation grant year.

o. If a Chapter Recipient, the recipient agrees to meet the participation requirements of the annual GAP Analysis and OMS Projects.

p. All Grantees must establish a Bill.com vendor account with NCA to facilitate disbursement of grant funds. After the initial setup for e-payment within NCA's Bill.com network, any further changes to bank accounts must be made by the grantee themselves in their Bill.com vendor account no later than 15 business days prior to the next established payment/report schedule.

q. All recipients must comply with the DOJ special conditions as found on the NCA website

([www.nationalchildrensalliance.org](http://www.nationalchildrensalliance.org)). Special condition 14 (Determination of suitability to interact with participating minors) and special condition 20 (Employment eligibility verification) are included in the NCA Pre Award Checklist.

r. If NCA funds are to be used for any product or service in excess of \$10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the Electronic Grantee Handbook on the NCA website ([www.nationalchildrensalliance.org](http://www.nationalchildrensalliance.org)). Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid "splitting" of purchases or transactions to circumvent the dollar threshold limitations.

s. The recipient, 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 Threshold (currently, \$250,000).

t. No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

u. If NCA funds are used to support any part of a revenue producing venture, such as a training or conference at which registration fees are charged, revenues shall be considered program income. The award recipient will report any related program income to NCA within 30 days and submit a budget modification request showing how those revenues will be used to further the purpose of the approved NCA grant. Revenues must be expended within the grant year that they were accrued.

v. Copyright; Data rights: The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award and to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award.

w. All recipients must disclose, in a timely manner, in writing to NCA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Per 2 CFR § 200.113, recipients that have received a Federal award including the term and condition for recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures may place the recipient in bad standing with NCA and may result in establishment of special conditions and/or forfeiture of grant funds or other provisions outlined in 2 CFR § 200.339.

x. All Recipients are subject to the Critical Incident Policy at NCA and are required to report any uncovered embezzlement, theft of grant funds and active investigations for such cases in their organization

y. All Recipients of OJP grants and cooperative agreements (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable

provisions that prohibit, under specified circumstances, discrimination against an employee of an OJP recipient by the OJP recipient 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.

## Award Specifications

<b>Grant Award Identification Number (AIN):</b>	SANJ-CA-CORE22
<b>Grant Award Type and Purpose:</b>	Provision of Core Direct CAC Services
<b>Grant Award Period:</b>	4/1/2022 - 12/31/2022
<b>Catalog of Financial Domestic Assistance (CFDA) #:</b>	16.758
<b>Total Awarded Amount:</b>	\$50,000.00

I, the undersigned, have read and understand the conditions outlined in the award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and the conditions below required for the receipt of grant funding from National Children's Alliance. By signing this statement, I am agreeing to comply with the requirements outlined in the grant award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and herein. I understand the term of this grant is as listed above and that all approved activities must occur within that time period.

- I certify that the recipient agency is a member in good standing with National Children's Alliance. I understand that remaining in good standing is a requirement of receiving these funds. This includes the timely submission of statistical reports as a condition of membership, in January and July.
- I agree to submit, on deadline, all required fiscal and narrative reports as required in NCA Electronic Grantee Handbook. I understand that failure to submit timely reports will result in forfeiture of funds.
- I understand that National Children's Alliance can only reimburse federally allowable expenses that fit within the requirements of the NCA Electronic Grantee Handbook, NCA RFP, and as designated by the U.S. Dept. of Justice and under the OMB 2 CFR 200 - Uniform Guidance. Submissions that fall outside these constraints will be disallowed. NCA may change its requirements regarding allowable expenses at any time to reflect changes in federally allowable costs or policies approved by the NCA Board of Directors. Awardees will be promptly notified of any changes.
- I understand that grant extensions for CAC grants are rarely approved, but that to request one I must submit that request at least 30 days prior to the end of the grant period. These are approved at NCA's sole discretion.
- I understand that failure to show reasonable progress toward meeting the deliverables agreed upon under this Cooperative Agreement and those outlined in the Electronic Handbook for Grantees may result in additional special conditions from NCA and/or termination of the agreement.
- I understand that our organization needs to provide upon request to the National Children's Alliance (NCA) and the Department of Justice (DOJ) additional fiscal documentation demonstrating the expenditures included in the grant reports such as:
  - 1) Bank statements for personnel, fringe benefits, consultant/contractors, travel, equipment, supplies, & other expenditures;
  - 2) ACH transactions for personnel expenditures; &

- 3) Proof of payment for credit card transactions and all requested documentation will be submitted to NCA within five business days.
- All backup fiscal documentation will be kept on file for five years after the closeout of the subaward grant year.
- I understand that any resource material developed under this grant, such as training materials, bibliographies, etc., submitted through this agreement will become property of NCA and will display the logo of NCA and DOJ. There are co-branding and attribution requirements for resource materials. The grant recipient must coordinate with NCA at the beginning of the grant period to determine what will be included in those materials.
- I am committing to meet the goals and objectives outlined in the grant and approved by National Children’s Alliance.

**By my signature I am certifying that I have read and understand the information presented in this Cooperative Agreement and reviewed all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications**

**Authorized Agency Representative\*:**

I certify that I have the legal authority to enter into this agreement on behalf of the applicant.

  
 \_\_\_\_\_  
 Signature  
 James Gibbons-Shapiro  
 \_\_\_\_\_  
 Printed Name  
 Apr 12, 2022  
 \_\_\_\_\_  
 Date

**Board President:**

If hospital- or government-based, this must be the person who supervises the Program Director

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Date

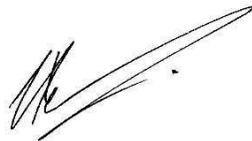
**Authorized Fiscal Agent Representative:**

If hospital- or government-based, this signature is required

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Date

Sincerely,

  
 \_\_\_\_\_  
 Teresa Huizar  
 CEO  
 National Children’s Alliance

  
 \_\_\_\_\_  
 Irina V. Hein  
 Director of Grants Management  
 National Children’s Alliance

## Organization Contact Information

Please fill out the information below. If any of the information differs from what was included in the original application please update the organization contact information in the grantee portal.

### Organization

Children's Advocacy Center of Santa Clara County

Name

455 O'Connor Dr., Ste 150

Street Address

San Jose, CA 95128

City, State Zip

Mailing Address (if different)

### Authorized Agency Representative

(ED, CEO, Chapter Coordinator)

James Gibbons-Shapiro

Name/Title

Assistant District Attorney for Victim Services

Email Address

jgibbonsshapiro@dao.sccgov.org

Phone

### Board Treasurer

(If hospital- or government-based, please indicate the name of the the authorized fiscal representative)

Mei-Ching Hsiao

Name

mhsiao@dao.sccgov.org

Email Address

408-792-2514

Phone

### Legal Entity (Umbrella Organization)

County of Santa Clara

Name

70 W. Hedding St., West Wing

Street Address

San Jose, CA 95110

City, State Zip

Mailing Address (if different)

### Board President

(If hospital- or government-based, please indicate the name of the person who supervises the Program Director)

Jeff Rosen

Name

District Attorney

Email Address

jrosen@dao.sccgov.org

Phone

### Fiscal Agent Representative

Agency Name

Name/Title

Phone

Email Address

## Appendix One

### Required Federal Funding Accountability and Transparency Act (FFATA) Supplemental Information

NCA is required to report all awardees information listed below into the FFATA Subaward Reporting System (FSRS) for awards greater than or equal to \$30,000.

Awardee Required Information:

- 1) Name of the Entity (Legal Name) **County of Santa Clara**
- 2) Amount of the Award **\$50,000.00**
- 3) Award Title Description and Purpose **Provision of Core Direct CAC Services**
- 4) Entity Identification Number:
  - a) DUNS Number - for awards issued before April 4, 2022
  - b) Unique Entity ID (UEI) (SAM) – for awards issued on/after April 4, 2022

NCA is required to report Executive Compensation of the awardee if the entity in the preceding fiscal year:

- 1) received 80 percent or more of its annual gross revenues from federal financial assistance, and
- 2) \$25,000,000 or more in annual gross revenues from federal financial assistance; and
- 3) the public does not have access to information about the compensation of the executives through periodic reports filed (i.e. IRS tax return 990).

**Entity Identification Number** – (if under an umbrella organization, please list their information)

DUNS Number for Awards issued <u>before April 4, 2022</u> <small>(ex. DUNS # - 036770691)</small>		Unique Entity ID (SAM) for Awards issued <u>on/after April 4, 2022</u> <small>(ex. UEI - KV79V2J2AKF9)</small>	
DUNS #	040953916	UEI (SAM)	

**Executive Compensation** – (if under an umbrella organization, please list their information)

1. Did you receive 80 percent or more of your annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards?  
 Yes  No
2. Does the public have access to information about the compensation of the senior executives through periodic reports filed (i.e., IRS Tax Return 990)?  Yes  No

*If "yes" you are not required to supply executive compensation. If "no" provide the executive compensation information below*

**Names and annual compensation amount of five most highly compensated executives:**

Name	Title	Annual Salary

## Appendix Two

### General Grantee Award Information

#### **National Subaward Program for Expanding Access to Children's Advocacy Centers' Resources and Services for Victims of Child Pornography and Human Trafficking (DTVF)**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP FY2021 Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography- Domestic Trafficking Victims Funds; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02760-DTVF; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$2,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program for Victims of Child Pornography Domestic Trafficking Victims Funds will provide funding for a national grant awards program for expanding access to Children's Advocacy Centers' resources and services for victims of child pornography and human trafficking; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$1,420,000; CFDA Number: 16.834; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

#### **National Military and CAC Partnership Program Award**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: National Military and CAC Partnership Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02761- JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$1,000,000; Federal Award Project Description: The project will support a national program for CAC and military collaborations that provide a coordinated response to child abuse. Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$470,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

#### **OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program Award**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$18,317,104; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$14,937,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

# SANJ-CA-CORE22 Cooperative Agreement

Final Audit Report

2022-04-12

Created:	2022-04-12
By:	NCA Department of Grants Management (grantreports@nca-online.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJRFTyCvj0CUWhiz6i3iMTp28kpsg5wIM

## "SANJ-CA-CORE22 Cooperative Agreement" History

-  Document created by NCA Department of Grants Management (grantreports@nca-online.org)  
2022-04-12 - 8:20:56 PM GMT
-  Document emailed to James Gibbons-Shapiro (jgibbonsshapiro@dao.sccgov.org) for signature  
2022-04-12 - 8:21:00 PM GMT
-  Email viewed by James Gibbons-Shapiro (jgibbonsshapiro@dao.sccgov.org)  
2022-04-12 - 8:21:32 PM GMT
-  Document e-signed by James Gibbons-Shapiro (jgibbonsshapiro@dao.sccgov.org)  
Signature Date: 2022-04-12 - 11:38:53 PM GMT - Time Source: server
-  Agreement completed.  
2022-04-12 - 11:38:53 PM GMT

Children's Advocacy Center of Santa Clara County

Children's Advocacy Center of Santa Clara County

455 O'Connor Dr., Suite 150

San Jose, California 95128

Dear Children's Advocacy Center of Santa Clara County:

Congratulations! The National Children's Alliance (NCA) is pleased to inform you that Children's Advocacy Center of Santa Clara County has been selected to receive a 2022 Core Direct Services grant from NCA for the awarded amount of \$50,000.00.

This grant is offered through collaboration between the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and NCA, thereby making it subject to specified federal regulations.

#### General Information

Federal Award: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program

Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO

Catalog of Financial Domestic Assistance (CFDA) #: 16.758

Grant Award Period: April 1, 2022 - December 31, 2022\*

\*Successful applicants were awarded grants for a nine-month project period with the potential opportunity for up to two additional continuation years. Awardees with continued demonstrated need, successful completion of Year 1 deliverables and compliance with reporting requirements may be invited to submit Year 2 Plans and Proposed budgets for continuation of their projects. In addition, the disbursement of funds depends on the availability of federal funds compliance with award conditions and federal and state guidelines. NCA reserves all right to amend, discontinue, or reduce award amounts for each continuation grant year.

Please expect further correspondence regarding the 2022 Cooperative Agreement that will need to be signed and submitted back to NCA. The Cooperative Agreement email will also include your Grant Award Identification Number (AIN).

Please follow this link <https://www.nationalchildrensalliance.org/information-for-grantees-2022/> to access the 2022 Electronic Grantee Handbook, containing information about the grant requirements. Please use the password 2022grants.

Please be advised that your award budget has passed NCA review, staff will be contacting you with any contingency items. Please hold off spending until you receive a copy of your approved budget from your assigned Program Associate. Next, NCA staff will be reviewing the Grantee Application Pre-Award Checklist and any further deliberations will be addressed during the first scheduled programmatic call.

Also, a required part of your grant project is the attendance of the Leadership Conference in June. In order to assist you with utilizing these funds, NCA will provide you with a special registration link created specifically for our grantees.

Please expect further correspondence regarding your application from your assigned Program Associate.

Once again, congratulations!

Irina Hein

Director, Grants Management

National Children's Alliance

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$18,317,104; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$14,937,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.

subject:: ŸNCA 2022 Grant Award NotificationŸ



**National  
Children's  
Alliance®**

*The Force Behind  
Children's Advocacy Centers*

## **2022 NCA Grantee Guidelines**

## PROGRAM DESCRIPTION AND RESOURCES

The following funding is received to manage a national grant awards program on behalf of the Office of Juvenile Justice and Delinquency Prevention (OJJDP). OJJDP FY2021 VOCA Children's Advocacy National Subgrant Program (CFDA# 16.758) - Children's Advocacy Centers (CACs) provide a coordinated response to victims of child abuse through multidisciplinary teams composed of representatives from the statutorily mandated and other involved agencies. OJJDP FY2021 - VOCA Children's Advocacy Centers National Subgrant Program - Domestic Trafficking Victims Funds (CFDA# 16.834) - for supporting service provision to victims of child pornography and trafficking at the local Children's Advocacy Centers. The program is authorized pursuant to the Victims of Child Abuse Act of 1990, 34 U.S.C § 13004(a) and (b). For general information about NCA's DOJ grants, please see Appendix One.

### Resources

The grantee documents include references to the policies and guidance issued by the Office of Management and Budget (OMB) [Federal Register, 12/26/2013](#). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

Additionally, the grantee documents include references to the [2017 DOJ Financial Guide](#) published by the United States Department of Justice.

In accordance with the above document, all award recipients must be in compliance with all civil rights nondiscrimination requirements.

All award recipients must comply with federal laws that prohibit discrimination in both employment and the delivery of services or benefits based on race, color, national origin, sex, religion, and disability. In addition, federal law prohibits recipients of federal financial assistance from discriminating on the basis of age in the delivery of services or benefits.

All award recipients must meet the requirements of the Drug-Free Workplace Act of 1988.

All entities applying for this funding are encouraged to enforce policies that require employees, contractors, or sub-recipients to wear seat belts when driving company-owned, rented, or personal vehicles while they are on the job. For the Federal policy on seat belt use, refer to the [Highway Safety Act](#).

All award recipients are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see the [Federal policy on reducing text messaging while driving \[PDF - 57 Kb\]](#).

Award recipients are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an award recipient is

designated high risk by another grant making agency, you must notify NCA at [mgadmin@nca-online.org](mailto:mgadmin@nca-online.org) and include the following information:

- Email subject line - High Risk Grantee Notification.
- The agency that currently designated the recipient as high risk.
- Date the recipient was designated high risk.
- The high-risk point of contact name, phone number, and email address, from that agency.
- Reasons for the high-risk status.

NCA seeks this information to ensure appropriate federal oversight of any grant award.

If an applicant is prohibited from receiving federal funds, they need to disclose the debarment and suspension to NCA prior to the application submission. Debarment or suspension of a participant in a program by one agency has a Government-wide effect. The Government-wide guidelines for debarment and suspension are codified in [2 C.F.R. Part 180](#). DOJ, via [2 C.F.R. Part 2867](#), adopts the OMB guidance in subparts A through I of Title 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 2867, as its policies and procedures for nonprocurement debarment and suspension.

Federal funds cannot be used to pay a person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions:

- The awarding of any Federal contract;
- The making of any Federal grant;
- The entering into of any cooperative agreement;
- The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- [18 United States Code \(U.S.C\) 1913](#)
- [Interim Financial Guidance for New Restrictions on Lobbying](#)
- [Lobbying Disclosure Act of 1995](#)

*OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program 15PJDP-21-GK-02759-JJVO, CFDA 16.758; OJJDP FY2021 Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography-Domestic Trafficking Victims Funds 15PJDP-21-GK-02760-DTVF, CFDA 16.834; and National Military and CAC Partnership Program 15PJDP-21-GK-02761-JJVO, CFDA 16.758*

## OVERVIEW OF GENERAL GUIDELINES

All awardees must be in compliance with the requirements and the resources referenced in the Grant Award Notification, [NCA Electronic Grantee Handbook](#) and [Request for Proposals](#) (RFP).

The grantee documents must include the following information, at the minimum:

- Catalog of Federal Domestic Assistance (CFDA)
- Award Name
- Award Identification Number
- Awarded Amount
- Name of Awarding Agency
- Grant Cycle
- Original award flow-through requirements applicable to the sub recipient
- Any other policies and special conditions to be met
- Allowable/Unallowable cost list
- Report Deadlines

### Cooperative Agreement Form

The Cooperative Agreement (CA) is the official agreement between the awarded agency and National Children's Alliance (NCA). Its execution is required after the receipt of the Grantee Award Notification. It acknowledges that the awarded agency accepts the funding awarded by NCA and will follow all material requirements of the award, and specifically adopts all such assurances, certifications or special conditions contained within the Cooperative Agreement, Grant Award Notification, NCA Electronic Grantee Handbook, and RFPs. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice (DOJ) Grants Financial Guide and 2 C.F.R. Part 200 Uniform Requirements.

The CA should be filled out and signed by the deadline stated in your grant correspondence. In order to submit your CA form, please go to [https://www.grantrequest.com/SID\\_1093](https://www.grantrequest.com/SID_1093), log in to your account that you have created for your grant application, upload the document, and make a copy for your program files. Failure to submit by the deadline stated on the document may result in your forfeiture of the grant.

In addition to the overarching conditions listed in the grantee documents that are applicable to all NCA subrecipients, each Cooperative Agreement will contain additional specific conditions pertaining to the award type and/or recipient's organization.

### Special Award Conditions

All recipients, excluding Equipment grant awardees, must appoint a staff member to attend the NCA Leadership Conference.

All recipients must ensure that key grantee staff members complete all NCA grantee webinars and trainings specific to the awarded grant type.

All Grantees must establish a Bill.com vendor account with NCA to facilitate disbursement of grant funds. After the initial setup for e-payment within NCA's Bill.com network, any further changes to bank accounts must be made by the grantee themselves in their Bill.com vendor account.

Please review carefully the NCA Cooperative Agreement for the NCA special conditions on your award.

### **Award Identification Number**

The Award Identification Number (AIN) was developed to assist program auditors with tracking grant awards. Grant awardees can find this number on the Award email notification. This number should be filed in your records to be used with all correspondence concerning your grant with NCA. If you have more than one grant with NCA, each award will have a different number that should be used with all correspondence related to that specific grant.

## **OVERVIEW OF GRANT MONITORING PROCEDURES**

The purpose of the NCA's sub-recipient monitoring is to ensure that all sub-awards are being used for achieving the goals and objectives of the awarded grant projects, in compliance with the federal and grant requirements, laws, and regulations.

### **Sub-recipient pre-award and post-award risk assessment**

The NCA RFP will define each year the criteria for applicant risk assessment such as specifying audit requirements, member in good standing requirements, requirements for organizational status, pre-and post-award risk assessments and provision of Employer Identification Number (EIN) and Unique Entity Identification (DUNS or UEI SAM) information. NCA staff will utilize its link to guidestar.com or IRS database through the GIFTS online grants system to review and check the submitted required applicant information. This assessment may be used to determine if an initial grant award may be made. Once a grant award has been made, the risk assessment process will continue and may be used to determine if the grant award will be rescinded. Examples of risk include but are not limited to: failure to comply in a timely manner with reporting requirements or requests from NCA for information, lack of progress on grant goals and objectives, audit findings, failure to meet any special conditions, and critical incident reports.

### **Sub-recipient monitoring**

In order to effectively monitor all sub-recipients NCA will ensure that the Federal award information and grant compliance requirements are identified through the grant and sub-recipient communication documents. The sub-recipient activities will be monitored throughout the grant cycle to ensure so that the grant awards have been used in accordance with Federal and grant requirements, laws, and regulations.

Upon approval of all awards by NCA's Chief Executive Officer, the Director of Grants Management will authorize the dissemination of the grant award notifications and the annual grant documents. A NCA staff member (Program Associate) will be assigned to each specific

grant. They will closely monitor the performance of the sub-recipients and provide 1:1 technical assistance throughout the grant cycle. Through these interactions and contacts with sub-recipients the Program Associates will monitor milestones achieved in the grant projects, any significant problems, concerns and delays. Based on this information, conference calls may be required with the participation of the Authorized Agency, Board of Representatives of the sub-recipient agencies, the assigned Program Associate, the Senior Program Associate, and the Director of Grants Management.

NCA will publish the Electronic Grantee Handbooks for Chapters and Centers at the beginning of each grant cycle on its website. The handbooks will contain guidance such as, mandatory grant forms for compliance throughout the grant cycle, a service map with contact information for Program Associates and their assigned grantees as well as a schedule of webinars.

The Director of Grants Management and the Senior Program Associate will conduct a series of webinars to discuss the grant requirements throughout the current grant cycle. Each webinar will be recorded and saved for a 30-day period during which the sub-recipients that were unable to attend live will be able to watch and subsequently follow up with any questions as needed.

Each year in-person/virtual orientation will be organized for new chapter directors, to assist them to understand their annual grant obligations.

The ongoing monitoring of sub-recipients will include:

- Ongoing contact with NCA assigned Program Associate, including scheduled programmatic calls
- Post award budget approval
- Review and approval of the signed cooperative agreement
- Review and approval of all required progress and outcome grant reports
- Ongoing fiscal and programmatic performance will be evaluated through ongoing risk assessment, desk audits and/or site visits
- Additional conditions on the award may be applied as determined
- Corrective action may be taken if stated conditions of the award are not met

All grantees are subject to the Critical Incident Policy at NCA and are required to report any uncovered embezzlement, theft of grant funds and active investigations for such cases in their organization. These cases will be reviewed by the Director of Grants Management and reported to NCA's CEO. Then the cases will be submitted for review at the next meeting of the Executive Committee of the NCA Board of Directors.

NCA anticipates that all grantees will expend and satisfactorily document their full grant award. Should you experience any difficulty or significant delay in spending your grant money please contact your Program Associate immediately.

## Remedies for Noncompliance

If the DOJ or NCA finds that the award recipient or sub-recipient has failed to comply with Federal statutes, regulations, or the terms and conditions of an award, additional specific award conditions may be imposed. These additional conditions may be applied if the sub-recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award; if the sub-recipient fails to meet the goals of the award; if the sub-recipient is not otherwise responsible or has an active Critical Incident Report (CIR).

The additional award conditions may include items such as the following:

- Requiring payments as reimbursements rather than advance payments;
- Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- Requiring additional, more detailed financial reports;
- Requiring additional project monitoring;
- Requiring the non-Federal entity to obtain technical or management assistance; or
- Establishing additional prior approvals.

NCA will notify the sub-recipient on the nature of the noncompliance; the reason for their imposition; the nature of the action needed to remove the additional requirement; the nature of the action needed, and the time allowed for completing the actions if applicable.

However, if it is determined that noncompliance cannot be remedied by imposing additional conditions NCA may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency
- Disallow all or part of the cost of activities or actions not in compliance;
- Fully or partly suspend or terminate the award;
- Designate the award recipient as a high-risk recipient;
- Withhold future awards; or
- Take other remedies.

NCA may terminate in whole or in part an award for failure to comply with the statutes, regulations, or terms and conditions of the award. NCA will provide the sub-recipient with a notice of termination.

## Program Income

Any income that the grantee may incur from the award is considered Program Income. Program Income must be used to advance the grantee program objectives. The Program Income may only be used for allowable costs and must be spent and reported as part of the next grant report due to NCA within the current grant cycle.

## Indirect Costs

As part of the initial approval of your grant budget, you may request to charge indirect costs. Grantees that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally approved indirect cost rate agreement and must

provide a copy of the agreement to their assigned Program Associate. Applicants (other than state, local, and tribal governments) that do not have a current negotiated (including provisional), rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. State, local, and tribal governments that have never negotiated an indirect cost rate with the federal government and receive less than \$35 million in direct federal funding per year also may choose to use the 10% de minimis rate.

Grantees that elect to use the de minimis indirect cost rate may not charge, as a direct cost, any cost of a type which ordinarily would be included in (or allocated to) an indirect cost pool in an indirect cost rate proposal to a federal cognizant agency for indirect costs, if such a proposal were submitted.

### Reporting Requirements

The release of grant funds is contingent upon the NCA satisfactory review and approval of the Cooperative Agreement and the Grantee application budget. Agencies can receive reimbursement funding from NCA after the receipt and approval of each grant report (see reporting timeline below).

In order to report on the grant project, each grantee organization must submit a Report Form (specific to the grant type) accompanied by appropriate fiscal documentation. Both the fiscal documentation and report forms should cover the period of time for which reimbursement dollars are being requested. All expenses must be linked to the specific goals and objectives of your approved award. It must be accompanied by the appropriate **fiscal documentation** illustrating how dollars were spent.

The submitted reports need to meet all the formatting and content requirements as specified on the report form and contain all the required documents such as fiscal and programmatic information on the grant project and back up fiscal documentation. Presenting it in an organized and easy-to-review format is part of the report formatting requirements. The fiscal documentation for the expended funds should follow the same order in which it was itemized in the report form. The report form should clearly and accurately show how the totals in each category were determined. Expenses that are not properly documented will not be allowed for reimbursement. For more detailed information on the supporting fiscal documentation needed please review the documents published in the Electronic Grantee Handbook.

While all travel must be pre-approved by your assigned NCA program associate, please be mindful that Federal Per Diem rates at the time of expenditure should be verified at [www.gsa.gov](http://www.gsa.gov) before:

- 1) Spending grant funds requiring reimbursement for meetings, conferences or trainings
- 2) Making travel or lodging arrangements, and/or
- 3) Submitting fiscal documentation. NCA will only distribute funding when agencies abide by federal per diem guidelines, even if unmet guidelines were overlooked in the original grant application.

- 4) Keep in mind that no food/meals, costs of renovation, or furniture/soft furnishings reimbursement will be allowed with current grant cycle funds.

All grantee documentation needs to be submitted through the NCA online grant portal. All reports and grant documents will be reviewed by NCA assigned Program Associates.

Please see below the report timelines for all **CACs**:

	Group 1	Group 2
Report 1	July 2022*	August 2022*
Report 2	September 2022*	October 2022*
Report 3	January 2022*	January 2022*

\* Exact dates will be provided by your Program Associate

Please see below the report timelines for all **Chapters**:

Chapter Report Timeline		
	Submission Deadline	Reporting Period
Report 1	by May 15, 2022	Award Start - April
Report 2	by September 15, 2022	May - August
Report 3	by January 15, 2022	Sept - Dec
ATTENTION: Additional flexible reporting schedules, on a <b>monthly basis</b> , will be available upon request and will be established with the help of your assigned NCA Program Associate.		
The dates do not take holidays or weekends into consideration, please be mindful to request technical assistance in advance.		

*\*Chapters who are experiencing significant financial hardships and the lack of any other available funds to underwrite need, may request a Chapter Advance Disbursement to cover immediate expenses. Chapters must demonstrate their financial hardship by providing their most recent monthly financial statement. In such circumstances Chapters must provide, as well, required data around grants compliance parameters over the last two grant cycles. Such requests will be reviewed on a case-by-case basis and are contingent upon NCA and DOJ approval. If the Chapter Advance Disbursement is approved, the Chapter is required to expend the disbursed funds within ten days of receipt.*

No request for payment will be considered after the submission deadline for the last grant report. Failure to meet all the reporting requirements by the reporting deadlines may affect your good standing with NCA including forfeiture of the grant.

In addition to the submitted report form and appropriate fiscal documentation, grantees must submit any additional required documents as listed on the report form that are specific to the type of grant, they receive. Such documents may contain, but are not limited to, Affidavit of Standards Compliance, Statistical Data Submission, Narrative Questions, Programmatic Reports, Training Information, etc.

### Retention and Access Requirements for Records

All grant files and supporting documentation need to be retained for three years after the date on the close-out notification.

All grantee organizations are required to provide upon request to NCA and DOJ, additional fiscal documentation demonstrating the expenditures included in the grant reports such as:

- 1) Bank statements for personnel, fringe benefits, consultant/contractors, travel, equipment, supplies, & other expenditures;
- 2) ACH transactions for personnel expenditures; &
- 3) Proof of payment for credit card transactions

All requested documentation will be submitted to NCA within five business days of the request.

All backup fiscal documentation will be kept on file for **five years** after the closeout of the sub-award grant cycle.

### **Grant Close-Out**

The end date for grant awards is December 31 of the current grant cycle. Please ensure that all funds are obligated by December 31st, and fully expended no later than 30 days past the closing date of the award period. Grant recipients with unspent funding will receive further instruction on how to proceed on a case-by-case basis.

### **MANDATORY GRANT FORMS**

All forms are available at <https://www.nationalchildrensalliance.org/members/information-for-grantees/> published in the Electronic Grantee Handbook.

### **Report Form**

This form assists NCA in processing reports and monitoring spending. Grantees are expected to complete the form as requested and fill out all the required information. They must report how the agency has spent the NCA grant dollars, update NCA on the progress of the goals and objectives in the original grant proposal and indicate any challenges.

### **Budget Modification Request (BMR)**

Grantees may submit up to two BMRs during the current grant cycle. A BMR can be submitted to modify an approved budget, to reallocate funds among the budget categories and to de-obligate a portion of the award amount. A BMR cannot be used to increase the original award amount. Recipients with an approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval.

You **must** initiate a BMR if the proposed cumulative change is greater than 10 percent of the total award amount. Any changes to the project budget that are outside of the approved scope and activities of the grant, or addition of a budget line item, must be approved by the NCA Program Associate, regardless of the size of budget adjustment.

Determination regarding the BMR will be made by the Grants Management Department within 30 days of the receipt of the request. An email response to the request will be sent to the agency and a copy will be placed in the program file at NCA.

### Grant Extension Request

NCA anticipates that all grantees will expend and satisfactorily document their full grant award during grant award period. In rare cases where successful completion of the grant goals and objectives is not possible, grant recipients may request a no-cost extension to receive additional time to implement the grant program. Awards may be extended a maximum of one month beyond the award expiration date. These extensions do not provide additional funding and are awarded at NCA's discretion. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions.

If a Chapter recipient, the grantee may request to utilize an extension for the Chapter Organizational Capacity grant only. However, extensions for Chapter Statewide Projects are not available.

### Change of Contact Profile Submission

Any change in the contact information as listed in the Cooperative Agreement must be disclosed to the assigned Program staff managing the portfolio and through the Grantee Portal prior to grant documentation being approved. The [Change of Contact Profile form](#) must be submitted to NCA should any changes occur in the grantee contact information such as address, phone number, email, name of organization, fiscal agent, authorized agency representative or organizational status (for example, transitioning to or from an Independent 501(c)(3) through the Grant portal.

### Additional Grantee Information

Please visit <https://www.nationalchildrensalliance.org/members/information-for-grantees/> regularly. We will post updates as well as additional tips and information that might be helpful to your organization.

### Contact Information

National Children's Alliance  
Washington, DC  
202-548-0090

**NATIONAL CHILDREN'S ALLIANCE PROVIDES FUNDING THROUGH A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION.**

**Allowable Costs**

Allowable costs are those costs consistent with the principles set out in the Uniform Guidance [2 C.F.R. § 200. Subpart E](#), and those permitted by the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and NCA requirements.

Use the following list of Allowable and Unallowable costs as a guideline. It does not mention every item(s) that is allowed for purchase with NCA funds. All costs must be incurred during the grant year. Please direct questions about specific items to the Grants Management Department at 1-800-239-9950. For additional guidance and information always consult the DOJ Financial Guide at

**2017 DOJ Financial Guide**

**Travel**

- Airfare, railway fare, bus fare
  - Most economical fare (coach class)
- Shuttle service and taxicab fares
  - To/from/between airports and hotels and conference centers ONLY
- Tolls
- Parking fees

**Lodging**

- Up to the maximum federal nightly lodging rate for the city + applicable taxes
  - Available at [www.gsa.gov](http://www.gsa.gov)
- Per diem rate (for lodging) x (number of people) x (number of days)

**Training**

- Registration fees
- Rental of conference rooms or meeting space
- Equipment rental

**Mileage**

- Auto travel to meetings, trainings, and work-related events for staff and consultants
- Up to the maximum federal mileage rate
  - Available at [www.gsa.gov](http://www.gsa.gov)
- Gas reimbursement only if mileage reimbursement is not requested

### **Consultant**

Defined as anyone not on agency's payroll and receiving compensation for work.

- Up to the maximum daily consultant rate: \$650/day based on an 8 hour day, if a consultant works less than 8 hours follow the rate of \$81.25 a hour
- Trainers
- Speakers
- Professional services
- Computer technicians
- Therapists
- Interviewers
- Nurses
- Any individual conducting contract work on the CACs behalf (medical exams, therapy, accountants, etc.)

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The prep time allocated for the provision of these services may be included in an 8 hour workday, however, the correlation with the time spent on conducting the actual project must be reasonable and justifiable.

### **Personnel**

- Salaries
- Fringe benefits

### **Supplies**

- General office supplies
- Printing materials and supplies
- Software or other technology tools that are below \$5,000

### **Equipment**

- Interviewing equipment
- Medical equipment
- Software above \$5,000

### **Other**

- Audit costs for entities that expend \$750,000 or more during their fiscal year in federal awards must be prorated and charged to the grant based on the ratio of all Federal grants being audited
- Postage
- Publications and periodicals (i.e. medical journals, advocacy related, managerial)
- Publicity (i.e. brochures, ads, signs)
- Recording, transcription, or translation services
- Membership fees for professional organizations
- NCAtrak and other case tracking software
- Insurance
- Rent/lease of space for agency

- Electric, gas, water
- Telephone, Internet, teleconferencing
- Maintenance and grounds keeping services

### ***Unallowable Costs***

*Under federal awards there are costs that are categorized as unallowable that will not be reimbursed. Awardees must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by NCA as a pass-through entity.*

*Standard unallowable costs are identified in [2 C.F.R. § 200, Subpart E - Cost Principles](#) and [2 C.F.R. § 200.31 \(Disallowed Costs\)](#). (For-profit entities and hospitals follow different cost principles - see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). The general list below contains some items of unallowable costs that may be of particular relevance to the NCA grants, however, it is not a comprehensive list of all costs that may be considered unallowable or non-relevant under the specific grant type awarded. Please direct questions about specific items to the Grants Management Department at 1-800-239-9950. For additional guidance and information always consult the DOJ Financial Guide at*

### **2017 DOJ Financial Guide**

- Any expenditure that is not directly related to the Children's Advocacy Center and the mission of the CAC is unallowable.
- Any activity or payment related to lobbying or fundraising (to finance related or complementary project activities) is unallowable.
- Any expenditure not directly related to the NCA-approved goals and objectives of the project.
- Any costs that are incurred either before the start of the project period or after the expiration of the project period.

### **Travel**

- Recreational trips during a conference (from training center to mall or restaurant)
- Cancellation fees or ticket change fees
- Rental Cars (Unless the agency has clearly demonstrated that this is the least expensive means of transportation for group travel)
- Meals & Incidentals- no grant funds may be used to purchase or reimburse meals or food. There will be no exceptions during the grant period.

### **Lodging**

- Telephone, Internet charges, laundry, movie costs, or mini bar charges incurred at the hotel
- Lodging costs that exceed the federal per diem rate as published on [www.gsa.gov](http://www.gsa.gov) for the dates and destinations of travel cannot be charged to these grant funds. They are unallowable costs.

### **Training**

- Entertainment

- Sporting events
- Passport charges or visa fees
- Cancellation fees
- Attrition fees

### Personnel

- Dual compensation of salaried employees
- Stipends for attending training
- Bonuses
- Health insurance reimbursement unless purchased through the CAC
- Salary for employees or consultants for time spent lobbying or fundraising

### Rent/Utilities

- Late fees
- Rent or utilities paid to any individual that is a staff person (or immediate family member) of the Children's Advocacy Center or fiscal agent for the grant award

### Other

- Audits for entities that expend less than \$750,000 during their fiscal year in federal awards are unallowable costs
- Land acquisition
- Corporate formation fees
- Non-profit incorporation fees
- Credit card fees
- Fines and penalties
- Tips/gratuities
- NCA annual Membership fees
- NCA Accreditation and Re-Accreditation fees
- Under chapter subawards - Chapter membership fees
- Membership fees in any country club or social or dining club or organization
- Membership in organizations whose primary purpose is lobbying
- New construction
- Routine renovations
- Remodeling
- Mortgages
- Capital campaigns
- Vehicle purchases
- Bar charges/alcohol beverages
- Furniture of any kind and soft furnishings of any kind
- Artwork (i.e. paintings, murals, frames, sketches, sculptures)
- Giveaways of any kind- examples:
  - Toys (therapeutic toys used during therapy or interviews are allowable)
  - Clothing items
  - Food and beverages (even for children who come for an interview)

- Promotional materials to be given out as part of outreach (pens, mugs, toys, etc.)

## APPENDIX ONE

### **National Subaward Program for Expanding Access to Children's Advocacy Centers' Resources and Services for Victims of Child Pornography and Human Trafficking (DTVF)**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP FY2021 Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography- Domestic Trafficking Victims Funds; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02760-DTVF; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$2,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program for Victims of Child Pornography Domestic Trafficking Victims Funds will provide funding for a national grant awards program for expanding access to Children's Advocacy Centers' resources and services for victims of child pornography and human trafficking; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$1,420,000; CFDA Number: 16.834; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

### **National Military and CAC Partnership Program Award**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: National Military and CAC Partnership Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02761- JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$1,000,000; Federal Award Project Description: The project will support a national program for CAC and military collaborations that provide a coordinated response to child abuse. Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$470,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

### **OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program Award**

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$18,317,104; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$14,937,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%.*

**Awards for the Establishment, Improvement, and  
Expansion of  
Children's Advocacy Centers (NSP)**



**National  
Children's  
Alliance®**

**REQUEST FOR PROPOSALS**

**Award Year 2022**

**December 2021**

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## PROGRAM DESCRIPTION AND RESOURCES

This funding is received under the OJJDP FY2021 VOCA Children's Advocacy National Subgrant Program (CFDA# 16.758) to manage a national grant awards program for local children's advocacy center programs on behalf of the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Children's Advocacy Centers (CACs) provide a coordinated response to victims of child abuse through multidisciplinary teams composed of representatives from the statutorily mandated and other involved agencies. The program is authorized pursuant to the Victims of Child Abuse Act, 34 USC §20303.

### *Resources*

This RFP includes references to the policies and guidance issued by the Office of Management and Budget (OMB) [Federal Register, 12/26/2013](#). The largest division of the Executive Office of the President, OMB is responsible for implementing and enforcing the President's policies across the entire Federal Government.

Additionally, the RFP incorporates by reference the [2017 DOJ Financial Guide](#) and the [OJP Grant Application Resource Guide](#).

In accordance with the above document, all applicants must be in compliance with all civil rights nondiscrimination requirements.

All applicants must comply with federal laws that prohibit discrimination in both employment and the delivery of services or benefits based on race, color, national origin, sex, religion, and disability. In addition, federal law prohibits recipients of federal financial assistance from discriminating on the basis of age in the delivery of services or benefits.

All applicants must meet the requirements of the Drug-Free Workplace Act of 1988.

All entities applying for this funding are encouraged to enforce policies that require employees, contractors, or subrecipients to wear seat belts when driving company-owned, rented, or personal vehicles while they are on the job. For the Federal policy on seat belt use, refer to the [Highway Safety Act](#).

All applicants are encouraged to enforce policies that ban text messaging while driving company-owned, rented, or Government-owned vehicles; while driving privately owned vehicles when on official Government business; or when performing any work for or on behalf of the Government. For more on this topic, see the [Federal policy on reducing text messaging while driving](#) [PDF - 57 Kb].

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns.

If an applicant is designated high risk by another grant making agency, you must notify NCA at [mgadmin@nca-online.org](mailto:mgadmin@nca-online.org) and include the following information at the time of the application submission:

- Email subject line - High Risk Grantee Notification.
- The agency that currently designated the applicant as high risk.
- Date the applicant was designated high risk.
- The high risk point of contact name, phone number, and email address, from that agency.
- Reasons for the high risk status.

NCA seeks this information to ensure appropriate federal oversight of any grant award.

If an applicant is prohibited from receiving federal funds, they need to disclose the debarment and suspension to NCA prior to the application submission. Debarment or suspension of a participant in a program by one agency has a Government-wide effect. The Government-wide guidelines for debarment and suspension are codified in [2 C.F.R. Part](#)

[180](#). DOJ, via [2 C.F.R. Part 2867](#), adopts the OMB guidance in subparts A through I of Title 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 2867, as its policies and procedures for nonprocurement debarment and suspension.

Federal funds cannot be used to pay a person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions:

- The awarding of any Federal contract;
- The making of any Federal grant;
- The entering into of any cooperative agreement;
- The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

Additional restrictions on lobbying applicable to all recipients and subrecipients are:

- [18 United States Code \(U.S.C\) 1913](#)
- [Interim Financial Guidance for New Restrictions on Lobbying](#)
- [Lobbying Disclosure Act of 1995](#)

As part of your application you will be required to certify that no grant funds will be used for lobbying and/or fundraising activities.

## OVERVIEW

National Children's Alliance, under a cooperative agreement with the United States Department of Justice Office of Juvenile Justice and Delinquency Prevention (OJJDP)\*, will administer \$14,937,000 in federal funds for the establishment, improvement, and expansion of Children's Advocacy Centers (CACs) through this RFP. Please note that specific award amounts may change. All awards are contingent upon the release of funding from OJJDP.

## WHAT IS NATIONAL CHILDREN'S ALLIANCE?

Founded in 1988, National Children's Alliance (NCA) is the national association and accrediting body organization for Children's Advocacy Centers and multidisciplinary teams. Children's Advocacy Centers are facility-based programs, which utilize a multidisciplinary approach (including child protective services, law enforcement, medical, and mental health services, victim services and prosecution) to investigate and intervene in child abuse cases.

## OBJECTIVES

The Victims of Child Abuse Act of 1990, as amended, authorizes the OJJDP to provide funds for the development and implementation of multidisciplinary child abuse investigation and prosecution programs. The objectives of this project are:

1. To increase the number of communities with access to the multidisciplinary team approach to child abuse and the services of a Children's Advocacy Center;
2. To increase the number of resource-poor, geographically isolated, rural, and/or underserved communities developing a multidisciplinary approach to child abuse;
3. To increase access to Children's Advocacy Center services and improve the quality of CAC and multidisciplinary team response within states, through the National Children's Alliance State Chapters;
4. To improve the quality of forensic interviews, medical evaluations, and mental health intervention provided by Children's Advocacy Centers and multidisciplinary teams to child abuse victims;
5. To offer excellent support to awardees and to provide monitoring and oversight of the awards process.

For the purpose of this solicitation, child abuse is defined as serious physical or mental injury, sexual abuse or negligent treatment of a child under 18.

### *\*General Federal Award Information DOJ-NCA*

*Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2021 to 03/31/2023; Total Amount of Award: \$18,317,104; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$14,937,000; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 17.18%. Please review the special conditions on this award posted in the RFP Attachment IV.*

## ELIGIBILITY

In order to be considered for an award, applicants must meet the following eligibility requirements:

- a. Applicants must be existing Children's Advocacy Centers, Multidisciplinary Teams, or entities in the process of establishing a CAC or Accredited NCA Chapters.
- b. Applicants must be a public entity or private, not-for-profit entity.
- c. Applicants that are NCA Accredited Children's Advocacy Centers, NCA Associate/Developing Children's Advocacy Centers, NCA Affiliate Children's Advocacy Centers, NCA Satellite Children's Advocacy Centers, Tribal MDTs, or Multidisciplinary Teams (in areas not currently served by a Children's Advocacy Center), must have in place a task force/steering committee or multidisciplinary team made up of appropriate parties including representatives from local law enforcement, child welfare, prosecution, medical, and mental health that meets at least quarterly.
- d. State Chapter applicants must have a Board of Directors (if a non-profit organization) or an Advisory Board or Oversight Committee (if a government entity).

## AWARD APPLICATION REQUIREMENTS

NCA is required to review and assess the potential risks presented by applicants for federal grants prior to making an award ([2 C.F.R. § 200.205](#)). NCA will use a variety of factors which may include financial capabilities and past performance in a risk-based approach.

In order to assess each applicant's risk of non-compliance for purposes of award monitoring:

- All applicants for individual/collaborative CAC awards expending \$750,000 or more in Federal awards during the applicants' fiscal year are required to have an A-133 audit of their financial statements. If a management letter is prepared by the independent accountant (CPA), it must be included with the audit report and uploaded as part of the application.
- All applicants for Chapter awards are required to have an audit of their financial statements and submit it to NCA no later than 9 months of the fiscal year end. If a management letter is prepared by the independent accountant (CPA), it must be included with the audit report.
- All applicants must be in good standing with reporting and funding requirements from any award previously received from NCA.
- All applicants and grantees are subject to the Critical Incident Policy at NCA and are required to report any uncovered embezzlement, theft of grant funds and active investigations for such cases in their organization.
- Applicants will be required to certify the accuracy of the provided information, including Tax Identification Number (EIN), and may be requested to provide proof of their organizational status.
- Applicants who are current NCA Accredited, NCA Associate/Developing, NCA Affiliate, or NCA Chapter Members must maintain their membership status during the application process and the duration of the grant and be in good standing with National Children's Alliance:
  - Current with reporting requirements (statistical and/or grant reports)
  - Has signed license and NCA accreditation materials as appropriate
  - Has signed annual affidavit of NCA accreditation standards compliance as appropriate

- Current with annual dues
- NCA Accredited applicants that currently are undergoing re-accreditation, who wish to apply for an award either directly through NCA or as a subawardee, must be actively fulfilling their submission requirements and deadlines at the time of application submission and throughout the life of any award.
- NCA Accredited applicants in Pending status, who wish to apply for an award, either directly through NCA or as a subawardee, must be actively fulfilling their approved action plan and meeting all required deadlines at the time of application submission, throughout the life of any award, and until all accreditation issues are successfully resolved. The requirement pertains both at the time of application submission and throughout the award period.
- A respondent to this solicitation that is also a new applicant for NCA accreditation under consideration at the NCA October Board Meeting may apply as an accredited center pending the decision of the NCA Board of Directors. Applicants denied accredited status or new applicants given “Pending” status at the October Board Meeting will be deemed ineligible for funding exclusively available to accredited centers. Regardless of the release date of the RFP, the NCA October Board Meeting is the determining guideline for eligibility of new applicants for accreditation being considered for funding through the RFP process.
- All applicants must have a Data Universal Numbering System (DUNS) number when applying for Federal awards and cooperative agreements (initial or supplemental awards) ([2 C.F.R. Part 25 - Universal Identifier and System of Award Management](#)). As an organization, you can obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711.

Applicants should anticipate that failure to submit an application that contains all the specified elements and meets the stated requirements in this solicitation will negatively affect the review of their application. Should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Moreover, applicants should anticipate that applications that are not in accordance with the scope of the solicitation or that do not include the required application documents will neither proceed to peer review nor receive further consideration. For a list of the required application documents, including formatting requirements, please review the application checklist.

## HOW DO I APPLY?

Carefully read the Applicant Eligibility, Application Requirements, and the Award Application Checklist. Using the instructions listed in this RFP, complete the appropriate application:

- 1) Using the scoring criteria listed in this document under each grant type, prepare your answers to each bulleted point. This will help you fill out quickly the **Program Narrative** questions listed in your online application.
- 2) Fill out the **Budget Narrative Template** (as an excel document). Please do not use any other document as a Budget Narrative but the provided template.
- 3) Prepare and scan all additional materials, i.e. **Annual Program Budget, Audit** (if applicable), and **Letters of Support** (check attachment II for the specific kind needed) as well as **Resumes and Job Descriptions**, if applicable. The files cannot exceed 25 MB combined and need to be in .doc, .docx, .xls, .xlsx, .pdf, .rtf, or.txt format. (For Macintosh users, please note the filename must include the appropriate 3 or 4 letter extension.) Also, please do not attempt to upload a document that is password-protected or contains macros. This will cause the process to fail.

In the grant online portal, you will attach all previously prepared and aforementioned documents as attachments.

- 4) Once logged in, fill out online the **Organizational Information, Program Narrative questions and Budget form.**

All applicants must submit their application via the NCA online system using this web portal:

**[NCA Grant Application Portal for NSP Grants](#)**

**Important:** After accessing the portal and logging in please select the correct award type corresponding to your application. Failure to do so will result in incorrect coding and your application won't reach the review panel.

You need to use the link above only once and select the grant type you are applying for. Once you have used the link above to load your application and wish to continue, refer to your **registration confirmation email** with the subject line "You have created an NCA account." Click on the link within the email to get back to the application you started. You can save your changes and continue working on your application in multiple sessions.

You are strongly encouraged to thoroughly prepare for application submission by drafting all required documents and thoroughly reading and adhering to RFP guidelines before beginning the online submission.

While technical support is available for the system, it has limited staffing. You are strongly encouraged not to wait until hours before the deadlines to begin the online process. It is the responsibility of the applicant to begin early enough to complete the process (including any technical support they may need to do so) prior to the application deadlines.

**APPLICATION SUBMISSION DEADLINES**

All applications must be **successfully submitted** via the online system by **the following dates according to the grant type:**

- **NSP (CAC Chapter Organizational Capacity and State projects applications) - January 6, 2022**
- **NSP (all categories) – January 14th, 2022**

The online system will automatically shut down at 11:59 PM Eastern Time promptly and will not accept any more applications in progress.

*Late award applications will not be accepted.  
Faxed, mailed, or e-mailed award applications will not be accepted.*

## AWARD REVIEW PROCESS

### Applications:

NCA is committed to ensuring a fair and thorough process for awarding grants. A peer review panel reviews the applications to make sure the information presented is reasonable, understandable, measurable, and achievable as well as consistent with the solicitation.

All applications receive a three-step review process.

First, NCA conducts an internal review. For purposes of assessing whether applicants have met the basic minimum requirements, NCA screens applications for compliance with specified program requirements to help determine which applications should proceed to further consideration for award. If the applicant has successfully followed the general *Grant Application Requirements*, the *Award Application Checklist*, and is *Eligible* for the award type, the application will be forwarded to a peer review panel.

A peer review panel will evaluate, score, and rate applications that meet basic minimum requirements. The purpose of the peer review process is to provide a technical and programmatic evaluation of all applications by professionals who are considered topic area experts in order to make award recommendations to NCA. The review panels will rate all applications based on the extent to which they meet the evaluation criteria for the award type and category. The evaluation criteria and assigned point values are outlined in this document.

Peer reviews' ratings and any resulting recommendations are advisory only, although, their views are considered carefully. In addition to peer review ratings, considerations for award recommendations and decisions may include, but are not limited to, underserved populations, geographic diversity, strategic priorities, past performance under prior awards, and available funding. Recommendations for funding are not final until approved by NCA's Executive Director and notice has been provided to OJJDP for concurrence. All awards are subject to OJJDP site visit review and onsite audits.

The third step is budget approval, which is conducted internally by NCA staff, following award notification and prior to the obligation, expenditure, or disbursement of award funds.

## NOTIFICATION PROCEDURES

For all applications, the online system will send you an e-mail confirmation immediately after successfully submitting an award application. This will be the official notification of the **receipt** of the award application from NCA. **Please print and keep this for your records.**

The **notification for the outcome** of the application submission will be emailed by:

- **January 21st, 2022 – Chapter awards**
- **April 1st, 2022 – CAC awards**

An Electronic Grantee Handbook will be posted and available to the awarded applicants shortly thereafter. No funds may be expended or disbursed until award documents are signed and the project budget has received final NCA approval.

## ADMINISTRATIVE AND OTHER LEGAL AWARD REQUIREMENTS

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements,

including but not limited to OMB, DOJ, NCA, or other federal regulations that will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award.

NCA anticipates that it will make any award from this solicitation in the form of a cooperative agreement. Cooperative agreement awards include standard conditions that describe the general allocation of responsibility for execution of the funded program. Generally stated, under cooperative agreement awards, responsibility for the day-to-day conduct of the funded project rests with the recipient to implement the funded and approved proposal, budget, and abiding by the award terms and conditions. Responsibility for oversight and redirection of the project, if necessary, rests with NCA.

### **General Information of Post-Award Steps and Reporting Requirements**

The awarded agencies will receive a link to the Electronic Grantee Handbook which will contain detailed information about the grantee guidelines and contain all the mandatory documents and forms, including but not limited to, grant reporting deadlines and requirements specific to each award type, sample grant documents, etc.

As part of the grant monitoring responsibilities, NCA will review the information provided in the grant application checklist, the required audits (if applicable) and submit the feedback to the grantees. Any additional steps needed to be taken will be discussed on the grantee programmatic calls.

Based on the grant performance, financial stability of the recipient, and other special circumstances, NCA may require an audit to be submitted/conducted by any of the recipient entities regardless of the grant type and federal funding threshold.

Based on the agency programmatic and financial performance, association and local strategic goals as well as other specific circumstances, special award conditions and reporting requirements may be mandated to all projects under a specific award type and/or only to a specific awardee agency. Some examples of such special conditions are implementing the Outcome Measurement System (OMS) and Gap Analysis project. The award period will begin once both the award is issued and the grant budget is approved by NCA and will end December 31, 2022.

## **NCA CONTACT INFORMATION**

### **General Questions for Awards Help Desk: Toll Free (800) 239-9950:**

Extension 130 [denglish@nca-online.org](mailto:denglish@nca-online.org)  
Extension 108 [jfelice@nca-online.org](mailto:jfelice@nca-online.org)  
Extension 120 [jmagoon@nca-online.org](mailto:jmagoon@nca-online.org)  
Extension 107 [sorrigo@nca-online.org](mailto:sorrigo@nca-online.org)  
Extension 132 [drestuccia@nca-online.org](mailto:drestuccia@nca-online.org)  
Extension 117 [sspillman@nca-online.org](mailto:sspillman@nca-online.org)  
Extension 115 [dtekock@nca-online.org](mailto:dtekock@nca-online.org)  
Extension 124 [iyankova@nca-online.org](mailto:iyankova@nca-online.org)

### **Technical Assistance Questions:**

NCA will offer a series of webinars intended to provide technical assistance around the application requirements and process. These webinars, which will be offered in "listen only" format, will provide information by award category and type. If you are interested in participating, please register using the links provided below.

**[Webinar Registration Link – CACs](#)**

If you have any further questions in regard to the webinar registration, please contact [mgadmin@nca-online.org](mailto:mgadmin@nca-online.org) for information.

### **Webinar schedule:**

2022 RFP Application Process for **CAC Grants** – NSP Awards  
December 17th, 2021, at 1:30pm EST

## **AWARD APPLICATION CHECKLIST**

Please review this checklist before submitting your online application. All applications must contain the following information:

**Organizational Information (to be completed online):** The applicant must complete this information accurately, as it is what is used to identify your agency and determine eligibility.

**Grant Application Checklist (to be completed online):** As part of a pre-award risk assessment, applicants must provide information about their internal controls policies and procedures. A screenshot of the information needed is provided on the NCA website so applicants can prepare in advance for the online entry of the data.

**Program Narrative questions (to be completed online):** Please review carefully the scoring criteria listed under each grant type. Prepare your answer to each bulleted point, so you are ready to enter the information once you log into your grant account. The document must include the information outlined in the evaluation criteria. Please be sure to address all of the sections clearly.

If you would like to upload a chart (timetable, logic model) you can do so online however please be mindful to use this feature only for charts illustrating your Program Narrative answers. No additional files will be forwarded to grant review.

**Award Budget (to be completed online):** A clearly developed budget that does not exceed the maximum amount available per award type and indicates how much funding will be allocated in each category.

*Additional costs:* All applicants must include \$2100 under the budget category “Other” to be used for one or more individuals to attend the Leadership Conference in June 2022. In addition to the chosen sessions, the grantee representatives are required to attend the grantee workshop or any cohort meetings held.

**Budget Narrative (fill out the template provided online and save as an xls(x) document):** Please fill the grey cells in the templates specifically designated for CAC applicants. The documents are divided by grant categories with a designated narrative and fiscal portion. Use the budget summary table at the top of the document to include your projected grant budget by period.

The Budget Narrative should thoroughly and clearly describe every line item and list it in the appropriate grant category. NCA expects proposed budgets to be complete, cost-effective, reasonable, allocable, and necessary for the project activities.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Award Budget. The narrative should explain how the costs are relevant to the completion of the proposed project.

The applicant must propose budget costs that are in accordance with federal requirements. Proposed costs should be in line with current federal per diem rates which can be located at [www.gsa.gov](http://www.gsa.gov). Per Diem rates are updated throughout the year.

The applicant must include **allowable costs** under NCA guidelines. NCA cannot reimburse any unallowable items. For a listing of allowable and unallowable items, please see Attachment III. In addition, all awards must adhere to the latest addition of the **Office of Justice Programs' Financial Guide** at <http://ojp.gov/financialguide/DOJ/index.htm> and relevant OMB circulars.

The budget narrative needs to include the following information for each individual position for which funds are requested:

- Position title
- Annual salary (if hourly include rate x hours = salary)
- Actual dollar amount (of the salary) funded by NCA
- Percentage of the annual salary (or hourly rate) funded by NCA
- Identify other sources used to pay the percentage not funded by NCA

For travel or training, include the following information:

- Name of the training and location
- Number of individuals attending (estimate if necessary)
- Per diem rate (for lodging) x (number of people) x (number of days)
- Travel cost
- Registration fees

For funds requested for Equipment purchases, include the following information:

- Type of purchase
- Name of equipment
- Description of equipment
- Cost
- Location of equipment

*Please note that equipment purchases will be very closely scrutinized and must directly pertain to service provision (i.e. recording equipment for forensic interviews, medical exams, etc.). No furniture or soft furnishings may be charged to any NCA award.*

For funds requested to conduct trainings, include the following information:

- Consultant rate (meeting the federal daily rate of \$81.25 per hour or less)
- Description and estimated cost of materials required to host the training
- Per diem rate (for lodging) x (number of people) x (number of days)
- Travel costs
- Meeting room rental/AV costs

*Please note that award funds may not be used to purchase or reimburse expenses for food/meals.*

For funds requested for rent/utilities, include the following information:

- Type of utilities
- Estimated monthly breakdown of utility cost
- Rent payment/lease payment per month

**Annual Program Budget:** Current year operating budget including income and expenses. For newly operating programs, a projected budget will be accepted however, this needs to be specified in the annual program budget.

**Audit:** A copy of the single audit for CAC applicants expending \$750,000 or more in Federal awards during the last closed fiscal year. The applicant must include any additional audit/financial review correspondence containing recommendations or findings such as management letters, etc.

**Letters of Support:** Letters of Support are required for the award types listed in Attachment II. The letters must show support for the submitted award application/project. For the Chapter tier grants a Letter of Support from the NCA Accredited CACs in the state is required to show support for the award application. For the applicants developing a Satellite, a letter from the Chapter supporting the development of the Satellite center is needed, as well as a Letter of Support from key stakeholders in the local community.

**Certify that you have a Signed Memorandum of Understanding (MOU) or Interagency Agreement:** If a CAC applicant, you will be asked to certify that you have a signed MOU or Interagency Agreement. Awardees may be required to submit this document as a part of the special conditions of their award.

**Resumes and Job Descriptions:** If you are requesting funds for a position, a job description and resume must be submitted as an attachment. If the position for which you are requesting funding has not been filled as of the application due date, then a job description alone will suffice. However, it must be clearly specified in the budget narrative whether the positions are filled or unfilled at the time of submission of the application.

**Applications for previously awarded grant types:** If your organization is applying for a grant category for which you received a grant in the previous grant year, your application must focus on achieving a new objective (from the list of objectives listed as bullet points under the grant type goal.) Example, if you have used the Program Improvement grant in 2021 for MH trainings, you may focus your 2022 application on trainings under any of the other 12 accreditation standards.

## AWARD TYPES AND SCORING CRITERIA

### CHILDREN'S ADVOCACY CENTERS AWARDS

#### PROGRAM IMPROVEMENT – MEETING ACCREDITATION STANDARDS

**(Total funds available – \$750,000)**

- **Eligibility-** NCA Accredited Children's Advocacy Centers, NCA Associate/Developing Children's Advocacy Centers, NCA Affiliate Children's Advocacy Centers, NCA Satellite Child Advocacy Centers, Non-Member Multidisciplinary Teams (multidisciplinary teams in areas in which there are no existing CACs).
- **Maximum Award Amount** – \$50,000 (2022 award period) ~~X~~
- **Goal:** To improve the quality of the Children's Advocacy Centers services by supporting the adoption of the 2023 Accreditation Standards in the CAC. (Applicant must clearly refer to the specific standard(s) to be improved.)
  - Multidisciplinary Team
  - Diversity, Equity and Access of Services
  - Forensic Interview
  - Victim Support and Advocacy
  - Medical Evaluation
  - Mental Health
  - Case Review and Coordination
  - Case Tracking
  - Organizational Capacity
  - Child Safety and Protection
  - Prevention
  - CSEC
  - Physical Abuse

All grantees that provide **mental health services** under this grant must submit de-identified mental health outcome data for the cases as part of the project. All aggregate, non-identifying data will be entered through a specifically designated software platform (NCAtrak) and will be used to evaluate the improved outcomes for children.

#### Evaluation Criteria:

##### **Needs Statement (30 points)**

- Describe your current CAC response in your community and the need for its improvement to meet the accreditation standards. (20 points)
- Describe the impact that this project would have on improving the provision of services in your community (10 points)

##### **Program Development and Sustainability (40 points)**

- Provide detailed description of proposed project and rationale (must fit within the scope of the award goals). Reference relevant source documents for evidence supported practices
- Detailed development plan including the following:
  - Strategy for implementation
  - Detailed and attainable goals and objectives
  - Realistic activity and task timelines
  - Partner agency support for proposed project
  - Local community support for the proposed project
  - Measurement for success

- Sustainability for proposed project including program and finance

#### **Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (5 points)
- Leadership structure including staff expertise related to project; if using consultant(s) identify qualifications. If training MH providers describe how they meet the eligibility requirements for the training and the agency commitment to finalize the training cycle (5 points)

#### **Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

### **PROGRAM DEVELOPMENT FOR COMMUNITIES**

**(Total funds available –\$275,000)**

- **Eligibility-** NCA Accredited Children’s Advocacy Centers that are applying to act as a host agency to a Satellite center, Associate/Developing Children’s Advocacy Centers; Affiliate Children’s Advocacy Centers, NCA Satellite Member Children’s Advocacy Centers, Non-Member Multidisciplinary Teams (multidisciplinary teams in areas in which there are no existing CACs).
- **Maximum Award Amount** - \$25,000 (2022 award period)
- **Goal:** To expand the provision of CAC services to unserved, and underserved areas.

#### **Eligible uses of the funding include any of the following:**

- Develop new community-based CACs
- Expand the services and the service area of Associate, Affiliate centers
- Establish an NCA Satellite member center in a previously unserved or underserved community

The development of the CACs need to be in compliance with the Chapter growth and development plan. For additional information on the accreditation requirements for such plans please review [Chapter Standards](#) and discuss your application with your state chapter.

#### **Evaluation Criteria:**

##### **Needs Statement (30 points)**

- Please describe the current CAC response in your community and the need to develop/expand the said response; including current service provision and anticipated caseload. Utilize and/or reference Gap Analysis, Chapter plans, and/or other documents that verify unserved/underserved population(s) and support from Chapter in addressing expansion in the identified community. (20 points)
- Describe the impact that this project would have on improving the provision of services in your community. (10 points)

##### **Program Development and Sustainability (40 points)**

- Detailed description of proposed project and rationale (must fit within the scope of the award goals)
- Detailed development plan including the following:
  - Strategy for implementation
  - Detailed and attainable goals and objectives

- Realistic activity and task timelines including (if applicable) readiness for submission of Satellite Membership Application to NCA within the award period/targeted opening date for the center.
- Partner agency support for proposed expansion or development
- Local community support for the proposed Satellite center development
- Measurement for success
- Sustainability for proposed project including program and finance

#### **Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (if opening a Satellite please focus on the Host CAC) (5 points)
- Leadership structure including staff expertise related to project; if using consultant(s) identify qualifications. If opening a Satellite, please provide information about designated staff needed to coordinate the response and provision of services at the Satellite center (5 points)

#### **Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

### **DEVELOPMENT AND IMPROVEMENT OF TELE-SERVICES**

#### **(Total funds available- \$500,000)**

- **Eligibility-** NCA Accredited Children's Advocacy Centers, NCA Associate/Developing Children's Advocacy Centers, NCA Affiliate Children's Advocacy Centers, NCA Satellite Child Advocacy Centers, Non-Member Multidisciplinary Teams (multidisciplinary teams in areas in which there are no existing CACs).
- **Maximum Award-** \$25,000 (2022 award period)
- **Goal:** To expand the provision of Tele-services and access to an existing Children's Advocacy Center with an emphasis on unserved, and underserved areas (rural and remote regions):
  - Tele-Mental Health
  - Tele-Forensic Interviewing
  - Tele-Health

The applicant may utilize the award funds for needed staffing, equipment, software, training, development of policies and procedures, to assure the provision of the above teleservices.

#### **Evaluation Criteria:**

##### **Needs Statement (30 points)**

- Please describe the current CAC response in your community and the need to develop/expand the said response to include Tele-services; including current service provision and anticipated caseload. (20 points)
- Describe the impact that this project would have on improving the provision of services in your community. (10 points)

##### **Program Development and Sustainability (40 points)**

- Detailed description of proposed project and rationale (must fit within the scope of the award goals). Please describe the specific type of Tele-services you are planning to offer to children and families.
- Detailed development plan including the following:
  - Strategy for implementation

- Detailed and attainable goals and objectives
- Realistic activity and task timelines including (if applicable) readiness for submission of Satellite Membership Application to NCA within the award period/targeted opening date for the center.
- Partner agency support for proposed expansion or development
- Local community support for the proposed Satellite center development
- Measurement for success
- Sustainability for proposed project including program and finance

#### **Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (5 points)
- Leadership structure including staff expertise related to project; if using consultant(s) identify qualifications. (5 points)

#### **Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

### **EQUIPMENT SUPPORT**

**(Total funds available – \$800,000)**

- **Eligibility-** - NCA Accredited Children’s Advocacy Centers, NCA Associate/Developing Children’s Advocacy Centers, NCA Affiliate Children’s Advocacy Centers, NCA Satellite Child Advocacy Centers, Non-Member Multidisciplinary Teams (multidisciplinary teams in areas in which there are no existing CACs), Tribal Multidisciplinary Teams.
- **Maximum Award-** \$20,000 (April-June 2022)
- **Goal: To support the work of the CACs by purchasing the necessary equipment\*:**
  - Medical
  - Forensic Interviewing

\*For detailed list of eligible types of equipment please review FAQ file published at:  
<https://www.nationalchildrensalliance.org/how-to-apply-for-nca-grants/>

### **Evaluation Criteria:**

#### **Needs Statement (50 points)**

- Please describe you current CAC response, why you need this equipment and what it will be used for (25 points)
- Describe the impact that this project would have on improving the medical care/forensic interviewing to the children you serve and the anticipated caseload. (25 points)

#### **Budget (50 points)**

- Cost comparison and rationale for any proposed equipment purchases in excess of \$10,000. Please include the most cost-effective selection in the application budget request. (20 points)
- Budget Narrative with a level of detail that provides support and calculations for the proposed equipment expenditures. (20 points)
- Budget timeline (10 points)

## PROVISION OF CORE DIRECT CAC SERVICES

**(Total funds available – \$3,300,000)**

- **Eligibility-** NCA Accredited Children’s Advocacy Centers, NCA Associate/Developing Children’s Advocacy Centers, NCA Affiliate Children’s Advocacy Centers, NCA Satellite Child Advocacy Centers, Non-Member Multidisciplinary Teams (multidisciplinary teams in areas in which there are no existing CACs).
- **Maximum Award Amount** – \$50,000 for each annual cycle (maximum total award amount \$150,000)
- **Duration:** Three-year grant cycle (2022 – 2024) ✗
- **Goal:** To support and maintain the capacity of the Children’s Advocacy Centers to meet the community needs for direct core CAC services:
  - Victim Advocacy ✗
  - Forensic Interviewing ✗
  - Mental Health
  - Medical services
  - MDT Coordination and Case Support

### Evaluation Criteria:

#### **Needs Statement (30 points)**

- Please describe the current CAC response in your community and the need to develop/expand the said response. (20 points)
- Describe the impact that this project would have on improving the provision of services in your community. (10 points)

#### **Program Development and Sustainability (40 points)**

- Detailed description of proposed project and rationale (must fit within the scope of the award goals)
- Detailed development plan including the following:
  - Strategy for implementation
  - Detailed and attainable goals and objectives
  - Realistic activity and task timelines
  - Partner agency support for proposed expansion or development
  - Local community support for the proposed project
  - Measurement for success
  - Sustainability for proposed project including program and finance

#### **Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (5 points)
- Leadership structure including staff expertise related to project; if using consultant(s) identify qualifications. (5 points)

#### **Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

## CHAPTER AWARDS

Chapter applicants must work directly with the Accredited Children's Advocacy Centers in their state to assess statewide needs for trainings and projects. After receiving the support of their CACs for the chosen statewide projects, Chapters will apply to directly administer the funds necessary to carry out these initiatives to maximize resources and efficiency through the proposed coordinated state-wide projects, programs and trainings. Additionally, the paperwork burden of federal subawards is substantial, especially for small and rural subgrantees. Deriving the same benefits across CACs within the state can be accomplished more efficiently through collaborative projects, trainings, and programs while at the same time reducing the paperwork burden on individual CACs. Please be mindful that in 2022 grant cycle, NCA does not offer hardship subawards under the state project grants. Please encourage your CACs that are experiencing financial hardship in maintaining services to apply directly for a Core Services grant.

### CAC FUNDING FOR STATEWIDE PROJECTS COORDINATED BY STATE CHAPTERS

**(Total Funds Available- \$5,299,000)**

- **Eligibility:** NCA-recognized State Chapters and the Children's Advocacy Center from US District of Columbia
- **Maximum Award-** Formula grants, based on the share of accredited centers on a national level (see the funding matrix with the available amount per state at [https://www.nationalchildrensalliance.org/how-to-apply-for-nca-grants/\(2022 award period\)](https://www.nationalchildrensalliance.org/how-to-apply-for-nca-grants/(2022%20award%20period))).
- **Goal:** To ensure a high quality of CAC service provision through evidence-based practices that meet the National Standards for Accreditation. The area of focus is to maximize resources and efficiency through the proposed coordinated state-wide projects, programs and trainings. The applicant needs to demonstrate the added value of the coordinated approach in improving consistency and effectiveness through the use of statewide cohorts, consultation groups, and peer review.

**Eligible uses of the funding include statewide customized technical assistance and training for:**

*1. The accreditation standards for service provision*

- Multidisciplinary Team
- Diversity, Equity and Access of Services
- Forensic Interview
- Victim Support and Advocacy
- Medical Evaluation
- Mental Health
- Case Review and Coordination
- Case Tracking
- Organizational Capacity
- Child Safety and Protection
- Prevention
- CSEC
- Physical Abuse

*2. Peer support and mentoring programs for CACs.*

*3. Outreach and program development or expansion to rural and remote areas of the state.*

**Evaluation Criteria:****Needs Statement (30 points)**

- Please describe the current CAC response in your state and the need to develop/expand the said response. (20 points)
- Describe the impact that your planned statewide projects would have on improving the provision of services in your community. (10 points)

**Program Development and Sustainability (40 points)**

- Detailed description of proposed project and rationale clearly demonstrating the added value of the coordinated approach for maximizing resources and efficiency (must fit within the scope of the award goals)
- Detailed development plan including the following:
  - Strategy for implementation
  - Detailed and attainable goals and objectives
  - Realistic activity and task timelines
  - Partner agency support for proposed expansion or development
  - Local community support for the proposed project
  - Measurement for success
  - Sustainability for proposed project including program and finance

**Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (5 points)
- Leadership structure including staff expertise related to project, if using consultant(s) identify qualifications. (5 points)

**Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

**STATE CHAPTER ORGANIZATIONAL CAPACITY****(Total Funds Available: - \$4,000,000)**

- **Eligibility** - NCA recognized State Chapters
- **Maximum Award** - \$80,000 (2022 award period)
- **Goal:** To develop/maintain chapters' organizational and programmatic capacity as recognized entities that provide:
  - Representation of the collaborative effort of the state CACs and facilitate the consistency in the systems of care
  - High quality technical assistance and accreditation support for the state CACs
  - Support services to emerging and existing Children's Advocacy Centers (CACs) and multidisciplinary teams (MDTs)
  - Assistance with the development, continuation, and enhancement of the CAC model throughout the state
  - A collaborative statewide network dedicated to a coordinated and comprehensive response to child abuse
  - A leading resource within the state in regard to child abuse issues and the Children's Advocacy Center model.

**Evaluation Criteria:****Needs Statement (30 points)**

- Please describe the current technical assistance that your chapter is able to provide to the CACs in your state and the need to support/expand the said assistance. (20 points)
- Describe the impact that this grant project will have on developing the coordinated response to child abuse in your state and ultimately improve the provision of services among your CACs. (10 points)

**Program Development and Sustainability (40 points)**

- Detailed description of proposed project and rationale (must fit within the scope of the award goal)
- Detailed development plan including the following:
  - Strategy for implementation
  - Detailed and attainable goals and objectives
  - Realistic activity and task timelines
  - Partner agency support for proposed expansion or development
  - Local community support for the proposed project
  - Measurement for success
  - Sustainability for proposed project

**Organizational Capacity/Leadership (10 points)**

- Governance structure sufficient to ensure adequate oversight and continuance of project (5 points)
- Leadership structure including staff expertise related to project; if using consultant(s) identify qualifications. (5 points)

**Budget (20 points)**

- Budget that clearly matches the goals and objectives of the proposed project (10 points)
- Budget Narrative with a level of detail that provides support and calculations for all proposed project expenditures (5 points)
- Budget timeline in alignment with the activity and task timeline proposed in the development plan (5)

## FREQUENTLY ASKED QUESTIONS

1. **Can award applications be sent by mail, fax, or email?** No, all award applications must be submitted via the online system. No hard copies of the award application will be accepted.
2. **If I am applying online do, I still need to send a copy of my application to NCA?** No, you will only need to submit your application online. All necessary copies will be made by NCA.
3. **Can I apply for more than one award on the electronic system?** Yes, you may apply for multiple awards via the online system.
4. **Can we submit additional information not requested by the RFP?** No, only submit applications and attachments that are described in the RFP. Additional information that is sent will not be considered with the application. Do not include reporting forms from another award, application for membership, or any other correspondence with your application.
5. **Can I apply for more than one award within the same award type?** No, each CAC may only apply for one award within each award type, regardless of whether it is an individual or collaborative application.
6. **How can I find out if my application has been received by NCA?** Once you have successfully completed the submission process, you will receive an e-mail confirmation indicating that the application has been received by NCA.
7. **What if I miss the deadline?** Please note that late applications will not be accepted under any circumstances.

# ATTACHMENTS

## ATTACHMENT I

### TIPS FOR WRITING CLEAR GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

#### GOALS

- Expected outcomes that provide a program direction.
- Represent the first level of specificity in the strategic planning and performance measurement context.
- Answer the question “How do you know you are there?”
- Types:
  - Broad and Visionary: Ambitious in nature but realistic and clearly communicate the program/solicitation aims with active verbs.
  - Long-term: May extend beyond the program/solicitation timeframe.
  - Resource-independent: Not limited by the program/solicitation funding because represent a broader desired end state to which the program/solicitation contributes.
  - Strategically aligned: Align with and advance existing program strategies and demonstrate a clear linkage with the program and OJJDP goals.
  - Results-oriented: Include the intended results—in general terms—of the program/solicitation and are realistic but challenging.
  - Targeted: If applicable, specify the target population (e.g., individuals, communities, state entity, community-based organization) of the program/solicitation.
- Goals should be SMART:
  - **Specific** – the desired outcome or results are clearly defined.
  - **Measurable** – progress toward the completion of the objective can be measured.
  - **Achievable** – the objective is challenging yet realistic given the resources available.
  - **Relevant**- the objective is aligned with the solicitation goals and allowable use of funds.
  - **Time-Bound** - the objective can be completed within the grant period.

#### *Example of a Goal:*

To decrease the amount of time a child who has allegedly been sexually abused must wait to receive a child-friendly forensic exam by a qualified professional.

#### OBJECTIVE

- Objectives should contain the following elements:
  - Time frame,
  - Target of the change,
  - Results to be achieved, and
  - Specific tasks and the person responsible for performing the task.
- Outcomes can be:
  - Short-term - benefits and/or effects program participants experience while enrolled in the program or within 0–6 months post-completion/program exit); or
  - Long-term - benefits and/or effects participants experience that occur within 6–12 months following program completion/exit.

#### *Example of an Objective:*

To provide on-site forensic medical exams to 90% of alleged child victims of sexual abuse in Cumberland County as designated by the agencies signed protocol.

## PERFORMANCE MEASURES

- Performance measures should be concrete and state how the success of an objective will be quantified.
- Performance measures should include a timeframe for measuring success.
- Should document:
  - Resources devoted to award
  - Activities conducted
  - Population served
  - Services provided
  - Partnerships established
  - Outcomes achieved
  - Targeted behavior change
  - Grantee success and challenges
- Employ a logic model
  - What inputs and activities will be used to produce which outputs?
  - What will be the Outcomes and Impacts result from the program?
  - How should they be measured?

	Description	Example
INPUT	Program resources.	<ul style="list-style-type: none"> <li>• Grant funding</li> <li>• Human resources</li> <li>• Employee</li> </ul>
ACTIVITIES	Actions taken through which inputs are mobilized to produce specific outputs.	<ul style="list-style-type: none"> <li>• Conduct workshops</li> <li>• Provide services</li> <li>• Develop partnerships</li> </ul>
OUTPUT	A countable product or service your program provides or produces. The volume of work your program accomplishes.	<ul style="list-style-type: none"> <li>• Number of youth served</li> <li>• Number of trainings conducted</li> <li>• Number of technical assistance requests completed</li> </ul>
OUTCOME	A change in knowledge, attitude, skill, and/or behavior that occurs within an individual, family, agency, system, or community.	<ul style="list-style-type: none"> <li>• Family relationships</li> <li>• Job skills</li> <li>• Community involvement</li> <li>• School attendance</li> <li>• Gang resistance/involvement</li> </ul>
IMPACT	Actual or intended changes in human development as measured by people's well-being; improvements in people's lives.	<ul style="list-style-type: none"> <li>• Social</li> <li>• Economic</li> <li>• Environmental</li> </ul>

### *Examples of Performance Measures:*

1. The CAC director will hire a pediatric SANE nurse by January 15, 2022 to conduct on-site medical exams.
2. Forensic medical evaluations will be provided at the Cumberland County CAC to at least 60 alleged child victims of sexual abuse during the time period of January 2022-December 2022 as measured by statistics kept by the center's case tracking software.
3. During this grant year, 100% of the cases as defined by agency's signed protocol will be referred for a medical evaluation.

### **Resources:**

***Kettner, P.M., Moroney, R.M. & Martin, L.L. (1999) Designing and Managing Programs: An Effectiveness-Based Approach. Thousand Oaks: Sage Publications.***

***OJJDP Understanding Performance Measures <https://www.ojjdp.gov/grantees/pm/understanding.html>***

**ATTACHMENT II**

<i>Grant Type</i>	<i>Letters of Support</i>	<i>Letters of Support Accepted From</i>
Program Improvement – Accreditation Standards	Required	Partner agencies within the MDT/CAC.
Program Development for Communities	Required	Partner agencies within Satellite service area. <b>AND</b> Chapter support letter for the development of the Satellite center and opening new CACs
Development and Improvement of Tele-services	Required	Partner agencies within the MDT/CAC.
Equipment Support	Not Required	No support letter required
Provision of Core Direct CAC Services	Required	Partner agencies within the MDT/CAC.
CAC Funding For Statewide Projects Coordinated By Chapters	Required	Chapter Board of Directors (if non-profit) or Oversight Committee (if governmental entity). <b>AND</b> NCA Accredited Children’s Advocacy Centers within their state, demonstrating the support of the NCA members for the submitted application (This can be collated into one letter with multiple signatures).
State Chapter Organizational Capacity	Required	Chapter Board of Directors (if non-profit) or Oversight Committee (if governmental entity).

**ATTACHMENT III*****NATIONAL CHILDREN'S ALLIANCE PROVIDES FUNDING THROUGH A COOPERATIVE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION.******Allowable Costs***

*Allowable costs are those costs consistent with the principles set out in the Uniform Guidance 2 C.F.R. § 200, Subpart E, and those permitted by the grant program's authorizing legislation. To be allowable under Federal awards, costs must be reasonable, allocable, and necessary to the project, and they must also comply with the funding statute and NCA requirements.*

*Use the following list of Allowable and Unallowable costs as a guideline. It does not mention every item(s) that is allowed for purchase with NCA funds. All costs must be incurred during the grant year. Please direct questions about specific items to the Grants Management Department at 1-800-239-9950. For additional guidance and information always consult the DOJ Financial Guide at*

**2017 DOJ Financial Guide****Travel**

- Airfare, railway fare, bus fare
  - Most economical fare (coach class)
- Shuttle service and taxicab fares
  - To/from/between airports and hotels and conference centers ONLY
- Tolls
- Parking fees

**Lodging**

- Up to the maximum federal nightly lodging rate for the city + applicable taxes
  - Available at [www.gsa.gov](http://www.gsa.gov)
- Per diem rate (for lodging) x (number of people) x (number of days)

**Training**

- Registration fees
- Rental of conference rooms or meeting space
- Equipment rental

**Mileage**

- Auto travel to meetings, trainings, and work-related events for staff and consultants
- Up to the maximum federal mileage rate
  - Available at [www.gsa.gov](http://www.gsa.gov)
- Gas reimbursement only if mileage reimbursement is not requested

**Consultant**

Defined as anyone not on agency's payroll and receiving compensation for work.

- Up to the maximum daily consultant rate: \$650/day based on an 8 hour day, if a consultant works less than 8 hours follow the rate of \$81.25 a hour
- Trainers
- Speakers
- Professional services
- Computer technicians
- Therapists
- Interviewers
- Nurses
- Any individual conducting contract work on the CACs behalf (medical exams, therapy, accountants, etc.)

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The prep time allocated for the provision of these services may be included in an 8 hour workday, however, the correlation with the time spent on conducting the actual project must be reasonable and justifiable.

**Personnel**

- Salaries
- Fringe benefits

**Supplies**

- General office supplies
- Printing materials and supplies
- Software or other technology tools that are below \$5,000

**Equipment**

- Interviewing equipment
- Medical equipment
- Software above \$5,000

**Other**

- Audit costs for entities that expend \$750,000 or more during their fiscal year in federal awards must be prorated and charged to the grant based on the ratio of all Federal grants being audited
- Postage
- Publications and periodicals (i.e. medical journals, advocacy related, managerial)
- Publicity (i.e. brochures, ads, signs)
- Recording, transcription, or translation services
- Membership fees for professional organizations
- NCAtrak and other case tracking software
- Insurance
- Rent/lease of space for agency
- Electric, gas, water
- Telephone, Internet, teleconferencing
- Maintenance and grounds keeping services

## *Unallowable Costs*

*Under federal awards there are costs that are categorized as unallowable that will not be reimbursed. Awardees must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by NCA as a pass-through entity.*

*Standard unallowable costs are identified in 2 C.F.R. § 200, Subpart E - Cost Principles and 2 C.F.R. § 200.31 (Disallowed Costs). (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). The general list below contains some items of unallowable costs that may be of particular relevance to the NCA grants, however, it is not a comprehensive list of all costs that may be considered unallowable or non-relevant under the specific grant type awarded.*

*Please direct questions about specific items to the Grants Management Department at 1-800-239-9950. For additional guidance and information always consult the DOJ Financial Guide at <http://www.ojp.usdoj.gov/financialguide/>*

- Any expenditure that is not directly related to the Children’s Advocacy Center and the mission of the CAC is unallowable.
- Any activity or payment related to lobbying or fundraising (to finance related or complementary project activities) is unallowable.
- Any expenditure not directly related to the NCA-approved goals and objectives of the project.
- Any costs that are incurred either before the start of the project period or after the expiration of the project period.

### **Travel**

- Recreational trips during a conference (from training center to mall or restaurant)
- Cancellation fees or ticket change fees
- Rental Cars (Unless the agency has clearly demonstrated that this is the least expensive means of transportation for group travel)
- Meals & Incidentals- no grant funds may be used to purchase or reimburse meals or food. There will be no exceptions during the grant period.

### **Lodging**

- Telephone, Internet charges, laundry, movie costs, or mini bar charges incurred at the hotel
- Lodging costs that exceed the federal per diem rate as published on [www.gsa.gov](http://www.gsa.gov) for the dates and destinations of travel cannot be charged to these grant funds. They are unallowable costs.

### **Training**

- Entertainment
- Sporting events
- Passport charges or visa fees
- Cancellation fees
- Attrition fees

### **Personnel**

- Dual compensation of salaried employees
- Stipends for attending training
- Bonuses

- Health insurance reimbursement unless purchased through the CAC
- Salary for employees or consultants for time spent lobbying or fundraising

### **Rent/Utilities**

- Late fees
- Rent or utilities paid to any individual that is a staff person (or immediate family member) of the Children's Advocacy Center or fiscal agent for the grant award

### **Other**

- Audits for entities that expend less than \$750,000 during their fiscal year in federal awards are unallowable costs
- Land acquisition
- Corporate formation fees
- Non-profit incorporation fees
- Credit card fees
- Fines and penalties
- Tips/gratuities
- NCA annual Membership fees
- NCA Accreditation and Re-Accreditation fees
- Under chapter subawards – Chapter membership fees
- Membership fees in any country club or social or dining club or organization
- Membership in organizations whose primary purpose is lobbying
- New construction
- Routine renovations
- Remodeling
- Mortgages
- Capital campaigns
- Vehicle purchases
- Bar charges/alcohol beverages
- Furniture of any kind and soft furnishings of any kind
- Artwork (i.e. paintings, murals, frames, sketches, sculptures)
- Giveaways of any kind- examples:
  - Toys (therapeutic toys used during therapy or interviews are allowable)
  - Clothing items
  - Food and beverages (even for children who come for an interview)
  - Promotional materials to be given out as part of outreach (pens, mugs, toys, etc.)

**ATTACHMENT IV**

Department of Justice Special Conditions on National Children's Alliance Award

Award # 15PJDP-21-GK-02759-JJVO

## NSP Special Conditions

### 1. 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 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 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 2021 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>

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain-- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies - and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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.

### 2. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### 3. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully

completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in Just Grants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 4. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibits chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

#### 5. Effect of failure to address audit issues

The recipient 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.

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

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

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://www.ojp.gov/funding/explore/legal-notices>), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements - whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in 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. DOJ, including OJP, also may take other legal action as appropriate.

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, also sets out rules and requirements that pertain to recipient 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.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

The recipient, 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.

#### 9. 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 on the basis of sex in certain "education programs."

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

The recipient (and any subrecipient at any tier) 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 recipient 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.

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

The recipient, 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 "post award Requirements" in the ("DOJ Grants Financial Guide").

#### 12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### 13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### 14. Determination of suitability to interact with participating minors

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

(whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

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

15. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17. 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 recipients and subrecipients ("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.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (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. Potential imposition of additional requirements

The recipient 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.

#### 20. Employment eligibility verification for hiring under the award

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

A. ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

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

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

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

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

##### 2. Monitoring

The recipients monitoring responsibilities include monitoring of subrecipient compliance with this condition.

##### 3. Allowable costs

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

##### 4. Rules of construction

###### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in

the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

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

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

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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

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

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

No recipient or subrecipient ("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 recipient-

- 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 recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-

a. it represents that--

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

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, 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.

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) 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.

23. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier - develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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

#### 25. Requirements related to System for Award Management and Universal Identifier Requirements

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

The recipient also must 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 the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award 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).

#### 26. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, 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 recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

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

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

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

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

#### 29. Requirement to report potentially duplicative funding

If the recipient 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 must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of- project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

#### 30. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202)

616-9881 (fax).

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

### 31. 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 on must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 32. Copyright: Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier): and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

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

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

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

34. The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

35. Limit on use of grant funds for grantees' employees' salaries

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

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

36. Cooperating with OJP Monitoring

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

37. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

38. Recipient understands and agrees not to engage in activities constituting organizational conflicts of interest, such as bidding on specifications it guided as part of the provision of training and technical assistance under this award. Actions that may give rise to organizational conflicts of interest under awards are described in the Procurement Standards in 2

C.F.R. Part 200 (the Part 200 Uniform Requirements) and the DOJ Grants Financial Guide. Prior approval from the grant manager is required for any work with an organization or entity that would receive training or technical assistance under this award.

39. All OJJDP-funded training and technical assistance project grantees are required to coordinate their activities with the OJJDP National Training and Technical Assistance Center (NTIAC). The grantee shall utilize the standard electronic OJJDP TIA request form and track and report progress on all training and technical assistance activities and deliverables in OJJDP's TIA 360 Database which can be accessed at <https://tta360.ojjdp.ojp.gov/>. The grantee will submit information (description of request, requester, location, date of event, consultants engaged, etc.) on TIA events to the OJJDP NTIAC 30 days in advance of the event for the OJJDP NTIAC online calendar of events.

#### 40. OJJDP- Printing and Publications

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

41. All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to [www.section508.gov](http://www.section508.gov) for more detail.

#### 42. OJJDP- Training and Technical Assistance Standards

The grantee shall comply with the Office of Juvenile Justice and Delinquency Prevention's (OJJDP) Training and Technical Assistance (TIA) Standards in order to ensure coordinated delivery of services among TIA providers and effective use of OJJDP TIA grant funding. OJJDP's TIA Standards can be found at: <https://ojjdp.ojp.gov/sites/g/files/xyckuh176/files/media/document/TTA-Core-Performance-Standards-Promising-Practices-March-2019-508C.pdf>. OJJDP reserves the right to modify these standards at any time with reasonable advance notice. The grantee also agrees to file one copy of all curricula and other training and technical assistance materials developed under this award with the OJJDP National Training and Technical Assistance Center (NTIAC), and also agrees to cooperate, as directed by OJJDP, with the NTIAC in the implementation of coordinated delivery of technical assistance and training.

#### 43. OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without

limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer", to the full text of the statement.

#### 44. OJJDP- OJJDP-Funded Webinars

The award recipient must comply with OJJDP's Webinar Guidelines, as described in the OJJDP Training and Technical Assistance (TIA) Standards at <https://ojjdp.ojp.gov/sites/g/files/xyckuh176/files/media/document/TTA-Core-Performance-Standards-Promising-Practices-March-2019-508C.pdf>. At a minimum, OJJDP training and technical assistance providers shall submit to the OJJDP NTTAC information (i.e. title, description of the webinar, intended audience, panelists, etc.) 30 days in advance of all webinar events for the OJJDP NTTAC online calendar, use the approved OJJDP presentation template, and record events and send a copy of the files to OJJDP.

#### 45. Representation and agreement regarding funds in offshore accounts In accepting this award, the recipient nonprofit organization –

(1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and

(2) agrees that, if, during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJP.

#### 46. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

47. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- (1) name of event;
- (2) event dates;
- (3) location of event;
- (4) number of federal attendees;
- (5) number of non-federal attendees;
- (6) costs of event space, including rooms for break-out sessions;
- (7) costs of audio visual services;
- (8) other equipment costs (e.g., computer fees, telephone fees);
- (9) costs of printing and distribution;
- (10) costs of meals provided during the event;
- (11) costs of refreshments provided during the event;
- (12) costs of event planner;
- (13) costs of event facilitators; and
- (14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- (1) meals and incidental expenses (M&IE portion of per diem);
- (2) lodging;
- (3) transportation to from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- (4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

48. Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award.

Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP.

Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

#### 49. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 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 (first-tier "subgrantees") 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 OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, 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).

#### 50. Non-profit organization recipient - Disclosure of process for determining compensation

For any year during the period of performance for this award as to which the recipient non-profit organization believes (or asserts) that it has satisfied the requirements of 26 C.F.R. 53.4958-6 (which relates to establishing or invoking a rebuttable presumption of reasonableness of compensation of certain individuals and entities), the recipient must make a prompt written disclosure to OJP that satisfies the requirements of this award condition.

(Under certain circumstances, a non-profit organization that provides unreasonably high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a non-profit organization's compensation arrangements, however, may be available if the non-profit organization satisfied certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.)

Each disclosure required by this award condition must describe in pertinent detail the process used by the recipient non-profit organization to determine the compensation of its officers, directors, trustees, and key

employees (together, "covered persons"). At a minimum, the disclosure must describe in pertinent detail--

- (1) the composition of the body that reviews and approves compensation arrangements for covered persons;
- (2) the methods and practices used by the recipient organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person;
- (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons;
- (4) the written or electronic records that the recipient maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions.

For purposes of this condition, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, concurrent documentation.

This condition implements a law that affects the program under which this OJP award is made. In accepting this award, the recipient acknowledges that, following receipt of an appropriate request, OJP may be authorized or required by law to make information submitted pursuant to this condition available for public inspection.

#### 51. Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

52. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either - (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

### **Attachment C - Amend Standard Provisions**

Section W, titled COVID-19 REQUIREMENTS shall be added to Section VI: Standard Provisions:

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Attachment C-2. Contractor shall comply with the requirements of this Section for the entire term of this Agreement. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH  
COVID-19 VACCINE REQUIREMENTS  
(Revised January 4, 2022)**

**Contractor Information:**

Contractor name: <u>YWCA Golden Gate Silicon Valley</u>	Name of Contractor representative: <u>Adriana Caldera</u>
Contractor phone number: <u>408-295-4011 ext 3629</u>	Contractor email address: <u>acaldera@yourywca.org</u>

**Contractor Certification.** On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor has also reviewed and is in compliance with the State of California's July 26, 2021 Public Health Order and December 22, 2021 Public Health Orders. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
  - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County<sup>1</sup> are:
    - i. Fully vaccinated against COVID-19 and, as of January 24, 2022, up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**

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<sup>1</sup> As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
  - b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, to any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.<sup>2</sup> Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible may not work in higher-risk settings at County facilities.<sup>3</sup>
  4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

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<sup>2</sup> If contractor sends workers who are not fully vaccinated and, as of January 24, 2022, up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

<sup>3</sup> “Higher-Risk Settings” are those identified in the Order of the Health Officer of the County of Santa Clara Requiring Up-to-Date COVID-19 Vaccination of Personnel in Higher-Risk Settings, *available at: <https://covid19.sccgov.org/december-28-2021-booster-health-order>*. There are certain high-risk roles and high-risk areas that are not within higher-risk settings. Regardless of exemption status, effective no later than February 1, 2022, County personnel are not permitted to work in these high-risk roles and high-risk areas if they are not fully vaccinated and, as of January 24, 2022, up-to-date.

5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Adriana Caldera

Chief Executive Officer

\_\_\_\_\_  
Name of authorized representative of  
Contractor

\_\_\_\_\_  
Title

DocuSigned by:  
*Adriana Caldera*  
72387E19573C415

6/22/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR  
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.