
**BOARD OF
STATE AND
COMMUNITY
CORRECTIONS**



BOARD MEETING

AUGUST 13, 2020

AGENDA & REPORTS

916.445.5073
WWW.BSCC.CA.GOV

KATHLEEN T. HOWARD
Executive Director, BSCC

BOARD MEMBERS

LINDA M. PENNER
Chair, BSCC

RALPH DIAZ
Secretary, CDCR

GUILLERMO VIERA ROSA
Director
Adult Parole Operations, CDCR

DEAN GROWDON
Sheriff, Lassen County

WILLIAM GORE
Sheriff, San Diego County

VACANT
County Supervisor/CAO

LEE SEALE
Chief Probation Officer
Sacramento County

MICHAEL ERTOLA
Chief Probation Officer
Nevada County

GORDON S. BARANCO
Retired Judge
Alameda County

ANDREW MILLS
Chief of Police
City of Santa Cruz

SCOTT BUDNICK
Film Producer and Founder of
The Anti-Recidivism Coalition

DAVID STEINHART
Director, Commonweal
Juvenile Justice Program

NORMA CUMPIAN
Women's and Non-Binary Services Manager
Anti-Recidivism Coalition (ARC)



Board Meeting Agenda

August 13, 2020 - 10:00 a.m.

TELECONFERENCE & ZOOM PARTICIPATION ONLY

Pursuant to Governor's [Executive Order N-29-20](#)

Instructions for Attending ZOOM/Teleconference Board Meeting appear at the end of this agenda

To request to speak on an agenda item during the Board meeting, please email publiccomment@bscc.ca.gov Please state in the subject line on which item you would like to speak.

If you would like to submit written public comment on an agenda item, please email publiccomment@bscc.ca.gov

Routine items are heard on the consent calendar. All consent items are approved after one motion unless a Board member asks for discussion or separate action on any item. Anyone may ask to be heard on any item on the consent calendar prior to the Board's vote. Members of the public will be given the opportunity to give public comment during the Board's discussion of each item. There is a two-minute time limit on public comment unless otherwise directed by the Board Chair.

I. Call Meeting to Order

II. Information Items

1. COVID-19 Update:
 - A. BSCC Dashboard
 - B. CESF Update From CDCR
 - C. BSCC inspections, training compliance, and grants
2. Chair's Report
3. Executive Director's Report
4. Legislative Update
5. Legal Update

III. Action: Consent Items

- A. Minutes from the following Board Meetings:
 - June 11, 2020
 - July 16, 2020

Requesting Approval

IV. Action: Discussion Items

B. Standards for Training in Corrections (STC): Carotid Hold Training Certification Prohibition: **Requesting Approval**

C. Adult Reentry Grant Program, Rental Assistance Funding Recommendations: **Requesting Approval**

IV. Public Comments

Public comment about any agenda item or any future agenda items may be heard at this time.

V. Adjourn

Next Meeting:

Thursday, September 10, 2020 (Zoom & Teleconference)

Instructions for Attending ZOOM/Teleconference Board Meeting:

Please use this link to download the ZOOM application on to your device prior to the meeting:

Click here: [August 13, 2020 BSCC Board Meeting](#)

Webinar ID: 822 7857 7066
Passcode: 270947

Join Zoom Meeting:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: [August 13, 2020 BSCC Board Meeting](#)

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Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128
or +1 253 215 8782
or +1 346 248 7799
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or +1 312 626 6799

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Legislative Update

Pending

Agenda Item A

June 11, 2020
Board Meeting Minutes

MINUTES
BOARD OF STATE AND COMMUNITY CORRECTIONS MEETING
THURSDAY, JUNE 11, 2020

Meeting Held Via Zoom & Teleconference
Pursuant to Governor's [Executive Order N-29-20](#)
BSCC Board Meeting June 11, 2020, <https://youtu.be/Am5GtP6N99A>

I. Call to Order

Chair Linda Penner called the meeting to order at 10:03 AM.

Chair Penner welcomed the Board Members and the public to the Zoom & Teleconference meeting.

Board Secretary Adam Lwin provided instructions to the Board members and the public for participation in the Zoom meeting.

Lwin called roll and announced that there was a quorum.

The following members were in attendance via Zoom or Teleconference:

Chair Penner	Mr. Green	Mr. Growdon	Mr. Budnick
Mr. Seale	Mr. Ertola	Mr. Baranco	Mr. Steinhart
Mr. Gore	Mr. Mills	Ms. Cumpian	

ABSENT BOARD MEMBERS:

Mr. Diaz

Chair's Opening Comments

Chair Penner made her opening remarks and acknowledged the events of George Floyd's unfortunate death and the global demonstrations in response. In addition, she said that Governor Newsom has announced his support for new policing and criminal justice reforms. Penner stated that the BSCC will examine its policies and make changes as necessary. Penner reported that the Governor ordered Peace Officer Standards and Training (POST) to suspend training on carotid holds. The BSCC immediately reviewed training standards and announced the immediate suspension of STC certification of carotid control hold training.

Penner reported that a memo was sent to the sheriffs and probation chiefs suspending the certification of training for courses related to carotid holds for correctional officers and probation officers.

II. Information Items

1. COVID-19 Updates

- A. Adult Facilities
- B. Juvenile Facilities
- C. BSCC inspections, training compliance, and grants

Executive Director Kathleen Howard reported on the following:

COVID-19 Updates:

Howard referenced a public comment letter from Assembly Members Shirley Weber, Mark Stone, and Reginald Jones-Sawyer on the spending of the Coronavirus Emergency Supplemental Funding (CESF).

Standards for Training for Corrections (STC):

- The STC Division will begin its annual training compliance reviews on July 1, 2020. Due to COVID-19, STC will be conducting virtual reviews this year. STC will be working with each agency on developing a process that is compatible with technological capabilities and limitations, which includes electronic records or, for agencies still working with hard copies, Zoom calls with a visual inspection of the record.
- The deadline for expending funds available for the mental health training grant provided through the JAG program has been extended to September 30, 2021. This gives agencies one additional year to deliver training or find online training alternatives for mental health training for their correctional staff.

Facility Standards and Operations (FSO):

- FSO team has been in contact with facilities remotely and in communication with facilities on suspensions. Chair Penner is reviewing each suspension and approving as necessary. The suspensions are renewed every 15 days. Howard reported that some suspensions of regulations are ending in several counties and in-person visitation and programming is starting up.
- Policy and practice on intake in juvenile facility data have been collected and providing regular updates on changes in populations in both adult and juvenile detention facilities.

Corrections Planning and Grant Programs (CPGP)

- CPGP is using emergency site visit procedures to support remote monitoring. At the April Board meeting, the Board authorized staff to modify grantee applications as budget, curricula, etc.

Coronavirus Emergency Supplemental Funding (CESF):

Deputy Director Ricardo Goodridge presented an update on the CESF Funding.

- As the State Administering Agency (SAA), the BSCC will administer \$58.5 million, which can go to states, local units of government, and tribes to assist in preventing, preparing for, and responding to the coronavirus. The BSCC is reporting weekly to DOF on the progress of this federal funding. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of people being held in state, local, and tribal prisons, jails, and detention centers.
- On May 13 the BSCC applied for the funding, and it was approved on May 16, 2020.
- Goodridge reported that there have been numerous inquiries, and to facilitate the comments and recommendations, Goodridge asked the public to email cesfinput@bscc.ca.gov.

Howard mentioned that staff will bring the results of the public comment on funding suggestions to the September Board meeting.

Public Comment was heard:

Elizabeth Gladstone (National Center for Youth Law): Asked the Board to conduct in-person inspections to address COVID-19 concerns in juvenile facilities.

Renee Menart (Center on Juvenile and Criminal Justice): Suggested that BSCC should be a clearinghouse and public reporting system of COVID-19 cases.

Miguel Garcia (Anti-Recidivism Coalition): Suggested that BSCC should be a clearinghouse for COVID-19 cases.

Avalon Edwards (Starting Over Inc.): Stated that there should be transparency at the Riverside County jail on COVID-19. Edwards read a statement from Ms. Taylor, whose family member contracted COVID-19, on the current conditions of the jail.

Jordanna Wong-Omshehe (Starting Over Inc.): Asked for transparency and data of jails on COVID-19.

Desiree Mendez: Reported on the current conditions of Riverside County jail. Asked the BSCC be a centralized clearinghouse for tracking COVID-19 data.

Dominique Nong (Children's Defense Fund): Suggested that the CESF should be allotted to community-based organizations and for the BSCC act as a clearinghouse for COVID-19 data.

Brian Goldstein (Center on Juvenile and Criminal Justice): Asked for testing data and information on COVID-19.

Terrence Stewart, (Californians for Safety and Justice): Suggested that the Board should allocate the CESF funding to local communities.

Edward Little: Suggested that the CESF funding should focus on communities of color that are disproportionately affected by COVID-19.

David Guizar, (Crime Survivors for Safety and Justice): Suggested that the Board should allocate the CESF funding to local communities.

Luis Morales, (The Reverence Project): Suggested that the Board should allocate the CESF funding to local communities.

Tina Rodriguez: Suggested that the Board should allocate the CESF funding to local communities impacted by social injustice.

End of Public Comment

2. Chair's Report

Penner reported that Jeff Green will step down as the acting Director CDCR Division of Adult Parole and Guillermo Viera Rosa will return as the Director of the DAPO and become an ex-officio member of the Board. He will be sworn in at the July Board meeting.

Mr. Green thanked the Board and staff for the great work.

3. Executive Director Report & Legislative Report:

Executive Director Kathleen Howard reported on the following:

- Collecting in the Jail Profile Survey, late-night release data. There will be a public comment period in July and we will provide status information at future Board meetings.

Collocating adult and juvenile facilities:

- Yolo County implemented Phase I, which converted the existing booking unit into an adult booking unit.
- Juvenile bookings were transferred elsewhere in the facility; out of sight and sound contact of adult inmates.
- In January 2020, the Yolo County Probation Office requested that an additional unit in the juvenile hall be used for adult inmates.
- Phase II would repurpose Unit A in the facility as an adult housing unit.
- Youth are housed in a separate unit, sight and sound separated from adults.
- BSCC staff determined that with the implementation of Phase II, the facility continues to comply with all federal and state standards.

Budget:

CURRENT FISCAL YEAR (July 1, 2019-June 30, 2020)

- Proposed reversion of \$18M of unspent funding in the following grant programs:
 - CalVIP - \$3M proposed for reversion
 - Youth Reinvestment Grant - \$15M proposed for reversion
 - \$5M from the Youth Reinvestment Fund grant program
 - 10M from the Tribal Youth Diversion grant program

UPCOMING FISCAL YEAR (July 1, 2020-June 30, 2021)

BSCC-specific changes proposed in the May Revise:

- Elimination of \$37M ongoing General Fund for the Adult Reentry Grant
- In support of DJJ realignment, the addition of \$2.4M General Fund in FY 2020-21 and increasing to \$9.6M ongoing, for a competitive grant program to county probation departments.
- Proposition 47 savings estimate = \$102.9M
 - Decrease of \$19.6M from the Governor's January budget proposal
- Cannabis Tax Fund and Proposition 64 revenue estimates = \$296.9M
 - Decrease of \$35.9M from the Governor's January budget proposal
 - BSCC's allocation in FY 2020-21 was reduced by \$5M, from \$44.8M at GB to \$39.7M at MR. BSCC's FY 2019-20 allocation remains unchanged.
- Withdrawal of \$10M General Fund for the Indigent Defense Program as proposed in Governor's January budget
 - This was intended for a pilot program, in consultation with the Office of the State Public Defender, to supplement local funding for indigent criminal defense.

Realignment of DJJ:

Mr. Steinhart reported on the following:

Funding:

- The Governor proposed closing DJJ in his May Budget revision and realigning the DJJ population to counties. The Governor's proposal would provide counties and probation with about \$220 million per year to serve the shifted caseload. Many questions remain on guidelines and accountability for the proposed funds. The Legislature has deferred DJJ funding from June 15th for further review in trailer bills later in the session. The Governor's proposal would also include grant funds for regional facilities supported by BSCC grants, but this component remains unresolved.

Adult Court Impact:

- About 350 juveniles are committed each year to DJJ based on having serious or violent offenses. Almost all of these juveniles are eligible for transfer to the adult criminal system. Under realignment, counties must have viable alternatives to DJJ in place, or else we can expect a significant increase in transfers to the adult system. The Governor is working with advocates and legislative committees to develop safeguards against increased transfers to the adult system under realignment.

Oversight:

- There are multiple proposals to coordinate and oversee the aspects of funding and facility management of state and local relationships. An oversight plan is still in discussion.

Mr. Seale and Mr. Ertola expressed that probation chiefs would be able to take on this new population so long as they are provided with adequate resources within the given timeline to implement best practices, including providing treatment and partnering with community providers.

5. Legal Update:

General Counsel Aaron Maguire reported on the following:

For Board members who may have remote interest on the grant items during the funding discussions to recuse themselves pursuant to Government Code section 1091.

III. Action: Consent Items

A. Minutes from the April 9, 2020 Board Meeting: Requesting Approval

B. California Violence, Intervention and Prevention (CalVIP) No-Cost, One-Year Extensions: Requesting Approval

This agenda item requested Board approval of a no-cost, one-year extension for Cohort 2 CalVIP grantees. These grantees experienced delays at the beginning of their grants and further delays due to COVID-19. The extension would provide additional time for grantees to operate their programs and spend down the grant funds in accordance with their Grant Agreements.

Mr. Gore moved approval. Mr. Ertola seconded. The motion carried for agenda items A and B.

Discussion Items

C. Facilities Standards and Operations: 2018/2020 Biennial Inspection Cycle COVID-19 Modifications: Requesting Approval

Deputy Director Allison Ganter presented this agenda item which requested that an additional six months be added to the 2020/2022 Biennial Inspection Cycle to provide on-site inspections for all local adult and juvenile detention facilities, giving priority to those that did not receive on-site inspections in the 2018/2020 Biennial Inspection Cycle, implement the enhanced inspection process, and complete the biennial review and revision of the Adult Titles 15 and 24 Regulations.

The cycle will begin as planned on July 1, 2020 and will end on December 31, 2022. Beginning in the 2023/2024 Biennial Inspection Cycle, local adult and juvenile detention facility inspections will be on a calendar year.

When the new inspection cycle begins in July 2020, staff is recommending that FSO conduct a special review of all detention facilities' current policies and procedures on the Management of Communicable Diseases (CCR 15 § 1410). To the extent any issues of noncompliance are identified, BSCC Field Representatives will be able to provide technical assistance to the field.

Mr. Steinhart asked how the status of the suspension of standards are being addressed. Ms. Ganter and Chair Penner responded that the BSCC is monitoring the suspensions and communicating with the locals regularly and providing technical assistance and have noticed that the locals are starting to lift previous suspensions.

Board members discussed the number of inspections that have been completed and the impact of COVID. Ms. Ganter explained that about 30% of facilities will not be inspected

in-person in this cycle. In person inspections are hindered by different variables such as statewide travel restrictions, shelter in place, and the lack of personal protective equipment for field representatives. BSCC has an urgency to start the inspections and we will report back on inspection status at subsequent board meeting.

Public Comment was heard:

Renee Menart (Center on Juvenile and Criminal Justice): Suggested that the inspections should be done in-person to address concerns of COVID-19.

Dominique Nong (Children's Defense Fund): Asked for in-person inspections of facilities to address the concerns of COVID-19.

Edward Little: Suggested that in-person inspections should be done as this is an essential task.

Elizabeth Gladstone (National Center for Youth Law): Stated that inspections are essential and should be done in-person.

Kent Mendoza (Anti-Recidivism Coalition): Suggested that in-person inspections and collection of COVID-19 data should be completed by the BSCC.

End of Public Comment

Mr. Baranco moved approval. Mr. Gore seconded. The motion carried. Mr. Budnick was not present during the vote.

D. Youth Reinvestment Grant Funding Recommendations: Requesting Approval (Pending 2020-2021 Budget Act)

This agenda item was presented by Field Representative Kimberly Bushard, who requested Board approval, contingent upon continued appropriation in the 2020 Budget Act, of the Youth Reinvestment Grant (YRG) Program funding awards as recommended by the Executive Steering Committee (ESC). The ESC held a virtual meeting on April 16, 2020 for rater training and then commenced the process of proposal rating. If the proposed list of grantees is approved, the grant period will begin July 1, 2020. Proposals recommended for funding include 15 Community Based Organizations. In the alternative, if 2019 YRG funding is not available, it is recommended that 11 Community Based Organizations are funded with unspent and relinquished 2018 YRG funds.

Staff recommended the Board take the following actions to the extent funding is available following final approval of the 2020 Budget Act:

1. Approve the inclusion of \$1,734,217 available due to award relinquishments as part of today's funding recommendation.
2. Fully fund 12 proposals (Attachment D-2) totaling \$11,273,681 for projects providing youth diversion services. This includes:
 - 6 projects with a small request amount;
 - 4 projects with a medium request amount; and
 - 2 projects with a large request amount.

Partially fund the following proposals, which fell at the funding cut-off point for their respective categories on the rank-ordered list.

The AMAAD Institute to receive \$343,277 in the small category;
Flintridge Center to receive \$703,193 in the medium category; and
Centinela Youth Services, Inc to receive \$1,222,884 in the large category.

3. In the alternative, if 2019 YRG funding is unavailable, fully fund 8 proposals (Attachment D-2) totaling \$7,156,254. This includes:
 - 4 projects with a small request amount;
 - 3 projects with a medium request amount; and
 - 1 project with a large request amount.

Partially fund the following proposals, which fell at the funding cut-off point for their respective categories on the rank-ordered list.

Sharefest to receive \$96,704 in the small category;
Community Action Board of Santa Cruz County to receive \$60,193 in the medium category; and
Sierra Health Foundation: Center for Health Program Management to receive \$1,379,884 in the large category.

4. Authorize staff to continue to make awards from the rank-ordered list if any applicant is unable to accept the award or relinquishes an award, first by offering to any partial awardee and then to the next highest-ranked application(s).
5. Authorize staff to continue to make awards from the rank-ordered list should staff determine during the follow-up award-making process that an applicant recommended for award is ineligible or should a grantee become ineligible during the grant cycle.

Mr. Steinhart supported the staff's recommendation and thanked staff and ESC members for the work on this.

Public Comment was heard:

Salim Allen: Supported the funding of the Youth Reinvestment Grant.

Elizabeth Gladstone: Asked for funding for this grant and the CESF to be allotted to community-based organizations.

End of Public Comment

Mr. Steinhart moved approval. Mr. Ertola seconded. The motion carried. Mr. Gore, Mr. Budnick, and Ms. Cumpian recused from this vote and left the meeting pursuant to Government Code section 1091.

E. Tribal Youth Diversion Grant Funding Recommendations: Requesting Approval

This agenda item was presented by Field Representative Kimberly Bushard, who requested Board approval, contingent upon continued appropriation in the 2020 Budget Act, of the Tribal Youth Diversion Grant funding awards as recommended by the ESC. The ESC met via Skype on March 24, 2020 for rater training and then began the process of proposal rating. To the extent funding is available following final approval for the 2020 Budget Act, if the proposed list of grantees is approved, the grant period will begin July 1, 2020. Proposals recommended for funding include one urban tribe and eight rural tribes for a total of nine new Tribal Youth Diversion grantees.

Staff recommended the Board take the following actions:

1. To the extent funding is available following final approval for the 2020 Budget Act, fully fund eight applications totaling \$8,901,949 for projects providing diversion services to Indian children. This includes:
 - a. One urban tribe; and
 - b. Seven rural tribes.
2. Partially fund in the amount of \$798,051 the Yurok Tribe (rural), which fell at the funding cut-off point on the rank-ordered list. (\$57,942 less than requested).
3. Authorize staff to continue to make awards from the rank-ordered list if any applicant is unable to accept the award or relinquishes an award, first by offering to any partial awardee and then to the next highest-ranked application(s).

Authorize staff to continue to make awards from the rank-ordered list should staff determine during the follow-up award-making process that an applicant recommended for award is ineligible or should a grantee become ineligible during the grant cycle

Mr. Ertola thanked Ms. Bushard and Ms. Kasey Warmuth for the hard work and supporting staff's recommendation.

Public Comments was heard:

Salim Allen (Anti-Recidivism Coalition): Supported the funding of the Tribal Youth Reinvestment Grant.

Mr. Ertola move approval. Mr. Mills seconded. The motion carried. Mr. Budnick was not present during the vote.

F. Senate Bill 81 (Local Youthful Offender Rehabilitative Facilities Construction Financing Program Round One) Monterey County Scope Change: **Requesting Approval**

Field Representative Michael Shores presented this agenda item which requested the Board approve Monterey County's request for a change in project scope for its local youthful offender rehabilitative facility (LYORF). The proposed scope change consists of reducing the original proposal by reducing the number of detention beds from 120 to 80, eliminating 30 high security beds, the new kitchen, laundry and storage. The County will maintain and complete construction of two new 30-bed housing units, new classrooms and gymnasium, administration space and renovate an old housing unit. Demolition of old buildings will also be included in the completion of the project, while the County will complete outdoor recreational space and additional enhancements with county funding after the SB 81 project is complete.

Ms. Cumpian asked if the laundry facility, cafeteria can be reinstated, and if the reduction of beds to 60 would be possible.

Deputy Director John Prince that the Department of Finance requested this scope change. In order to comply with Federal Bond Tax Law which requires the project be complete within 3 years. The county will need approval of the scope change to meet these obligations and allow the State Public Works Board to sell bonds on the project.

Public Comment was heard:

Cesar Lara (MILPA): Asked for the reduction of beds from 80 to 60.

Juan Gomez (MILPA): Asked to lower number of beds and reinstitution of laundry and cafeteria facilities.

End of Public Comment

Mr. Growdon moved approval. Mr. Gore seconded. (8 Ayes; 1 No; 1 Abstained). The motion carried. Mr. Budnick was not present during the vote.

IV. Public Comments

Salim Allen (Anti-Recidivism Coalition): Explained the negative conditions and poor treatment of jails which should be addressed by the BSCC.

Lanaisha Edward: Asked that the CESF funding should be allotted to Community Based Organizations.

Jaime Gurrero (Crimes for Violation of Safety & Justice): Support of funding for community-based organizations is very much needed.

Miguel Garcia (Anti-Recidivism Coalition): Asked that funding for community-based organizations should be prioritized.

Desiren McHenry: Shared her family member's personal story about her family member who contracted COVID-19 in a Michigan facility and the effects of COVID on her family and the community.

Edward Little: Opposed the Monterey County scope change.

Kent Mendoza (Anti-Recidivism Coalition): Opposed the Monterey County scope change.

Brian Goldstein (Center on Juvenile and Criminal Justice): Opposed the Monterey County scope change.

Tony Heins (Crimes for Violation of Safety & Justice): Supported funding for community-based organizations.

V. Adjourn

The meeting adjourned at: 01:35 pm.

Next Meeting:

- | | |
|-----------------------|---------------------------------|
| ❖ BSCC Board Meeting: | July 9, 2020 (Via Zoom) |
| ❖ BSCC Board Meeting: | September 10, 2020 (Sacramento) |

ROSTER OF PERSONS IN ATTENDANCE

BSCC BOARD MEMBERS:

Chair Penner, Chair, Board of State and Community Corrections
Mr. Green (A), Director, Adult Parole Operations, CDCR
Mr. Growdon, Sheriff, Nevada County
Mr. Gore, Sheriff, San Diego County
Mr. Seale, Chief Probation Officer, Sacramento County
Mr. Ertola, Chief Probation Officer, Nevada County
Mr. Baranco, Retired Judge, Alameda County
Mr. Mills, Chief of Police, Santa Cruz County
Mr. Budnick, Founder, Anti-Recidivism Coalition
Mr. Steinhart, Director, Commonwealth Juvenile Justice Program
Ms. Cumpian, Women's and Non-Binary Services Manager Anti-Recidivism Coalition

BSCC STAFF:

Kathleen T. Howard, Executive Director
Aaron Maguire, General Counsel
Tracie Cone, Communications Director
Ricardo Goodridge, Deputy Director, Corrections Planning and Grant Programs
Allison Ganter, Deputy Director, Facilities Standards & Operations
John W. Prince, Deputy Director, County Facilities Construction
Adam Lwin, Board Secretary
Kimberly Bushard, Field Representative, Corrections Planning and Grants Program
Michael Shores, Field Representative, County Facilities Construction

July 16, 2020
Board Meeting Minutes

MINUTES
BOARD OF STATE AND COMMUNITY CORRECTIONS MEETING
THURSDAY, JULY 16, 2020

Meeting Held Via Zoom & Teleconference
Pursuant to Governor's [Executive Order N-29-20](#)

I. Call to Order

Chair Linda Penner called the meeting to order at 10:01 AM.

Chair Penner welcomed the Board Members and the public to the Zoom & Teleconference meeting.

Board Secretary Adam Lwin provided instructions to the Board members and the public for participation in the Zoom meeting.

Lwin called roll and announced that there was a quorum.

The following members were in attendance via Zoom or Teleconference:

Chair Penner	Mr. Steinhart	Mr. Growdon	Mr. Budnick
Mr. Seale	Mr. Ertola	Mr. Baranco	
Mr. Gore	Mr. Mills	Ms. Cumpian	

ABSENT BOARD MEMBERS:

Mr. Diaz, Mr. Viera Rosa

Chair's Opening Comments

Introductions

- Chair Penner announced that Secretary Diaz and Director Viera Rosa would not be in attendance because they are required to recuse themselves from Agenda Item B.

COVID-19 Data Collection

- Chair Penner announced that on July 15, 2020 a letter was sent to Sheriffs and Probation Chiefs requesting data so the BSCC can build a COVID-19 dashboard on cases in county jails and juvenile detention facilities. The decision was reached after many weeks of consultation with state and local partners. The

data collection will begin next week, and the dashboard is scheduled to launch on July 31, 2020.

Facility Inspections:

- Penner reported that the BSCC has established a travel policy that balances the need for BSCC inspectors back out in the field while also ensuring their ability to travel safely. The BSCC has begun some in-person inspections and will continue to approve inspections based on the priority of the visits.

II. Action: Discussion Items

Discussion Items

A. Finding of Emergency to waive 10-day notice requirement. (Gov. Code, § 11125.5.)

This emergency meeting was called to address an urgent need to consider allocating funding to address the emergency housing needs of people coming out of state prison. This issue is directly related to the State's response to COVID-19, and the Administration has requested that a portion of the Coronavirus Emergency Supplemental Funding be dedicated for this purpose.

General Counsel Maguire explained the need for the emergency meeting and referenced [Government Code Section 11125.5](#).

The Board must make a finding of an emergency.

Mr. Gore moved approval. Mr. Growdon seconded. The motion carried unanimously.

B. Allocation of Coronavirus Emergency Supplemental Funding to the California Department of Corrections and Rehabilitation to provide emergency temporary housing to individuals released from state prison due to COVID-19: **Requesting Approval**

Deputy Director Ricardo Goodridge and Stephanie Welch of CDCR presented on this agenda item requesting Board approval to award \$15 million of its \$58.5 million in federal Coronavirus Emergency Supplemental Funding (CESF) to the California Department of Corrections and Rehabilitation (CDCR) to help address the emergency temporary housing needs of individuals released from state prison due to COVID-19. CDCR is tasked with releasing 8,000 people from prison by the end of August, and the

Administration has requested that the federal emergency funding be used to help CDCR quickly leverage its existing reentry contracts that can assist in housing transitions.

A CESF award would allow CDCR to immediately leverage existing contracts through the Specialized Treatment for Optimized Programming (STOP) to help with emergency housing needs. The STOP system operates in six regional areas statewide, with offices in LA, San Diego, Sacramento, Marin, San Bernardino and Fresno. Each provider contracts to provide step-down services ranging from residential treatment to recovery and reentry housing at the local level. The proposed funding would provide emergency housing and could cover costs associated with increasing housing capacity and providing quality assurance of housing to ensure safe housing standards are implemented.

The Board members asked questions about the contractors, how the funding would be allocated, grievance process, and if nonprofits will be able to participate in the STOP program.

Ms. Welch explained that CDCR is working with contractors throughout the state and linking individuals to services. The six contractors will be used to increase over 2000 beds in the STOP network. The funding would have a great impact in providing the most immediate available emergency housing.

Welch reported that referrals will be conducted by Division of Adult Parole prior to release and offer emergency housing. CDCR has developed an internal process and will offer resources to people who have recently been released.

Each STOP contractor has a quality assurance process and onsite inspections are completed. The STOP network will need to increase capacity and CDCR has been in communication for preparedness. There are about 500 nonprofits in the STOP network. There will be six program areas geographically laid out throughout the state, those include: West Care, GEO, Amity Foundation, and Health Right 360. More information for these programs may be found here:
<https://www.cdcr.ca.gov/rehabilitation/stop/stopmap/>.

Public comment was heard for Agenda Item B:

A brief summary of comments provided are as follows:

Luis Nolasco (ACLU): Opposed any funding going to GEO group, a for-profit private prison company. Urged that funding go directly to nonprofit and grassroots programs.

Avalon Edwards (Starting Over): Originally intended to support the recommendation, but now concerned, seeing that GEO group is involved.

Dorsey Nunn: Urged the Board to not fund GEO, and instead find real grass roots organizations.

Jordanna Wong-Omshehe (Starting Over): Does not support funding going to GEO. Requested the Board to rethink. Conversation is tone deaf.

Danielle Sanchez (CPOC): Supported the release of the funds to CDCR. Housing is a critical component in the reentry process. This is timely and essential.

Miguel Garcia (ARC): Urged the Board to leverage resources to the communities most in need. Culturally competent resources are critical.

Courtney Rein: Requested that the Board reconsider the decision to fund the STOP network and fund nonprofit and grassroots programs.

Tyler Rinde (County Behavioral Health Directors): Raised concerns about also addressing the behavioral health and substance use disorder needs of people coming out of state prison.

Johnny Lujan (CEO at Freedom through Education): Questions about status of people being released – parole v. probation, also 290s.

Steven Green (ARC): Oppose the distribution of funds to CDCR. Urged Board to be fiscally responsible.

Daisy Chavez: Opposed funding being given to GEO. Should go to grass roots organizations that employ system impacted people.

Sam Lewis (ARC): In support of this funding going to nonprofits and requested that the Board reconsider the decision to fund to the CDCR contracted agencies from the STOP network and fund nonprofit and grassroots programs.

Kristin Cesario (Fathers and Families of San Joaquin): Opposed funding going to GEO or West Care.

Ed Little: Opposed funding being given to GEO. These resources are critically needed by community organizations.

Jeff Powell (NAMI Sacramento): Behavioral health issues are also very important. Also case management and substance abuse.

Renee Menart (CJCJ): Opposed funding being given to for-profit organizations. Also emphasized the need for accountability and oversight by the BSCC.

Noemi Elias: (Fathers and Families of San Joaquin): Opposed funding being given to GEO. Board should prioritize healing and growth.

Leah Higgins: Disagree with funding going to GEO. This is profiting off the problem.

Samuel Nunez: Prefer to direct funding to housing and other services in the community. This BTDT – been there done that system navigation. Healing services. Trauma recovery center.

Dabney Park & Tess Cogen: Working with youth organizing team. Advocated for COVID-19 data and collection and begin in person inspections.

Stacy Williams (Fathers and Families of San Joaquin): Requested that the Board reconsider the decision to fund to the CDCR contracted agencies from the STOP network and fund nonprofit and grassroots programs.

James Martinez (MILPA): This should be funding for reentry and housing. This is a grab for CDCR. Alleged nonprofit – GEO is for profit.

Kathryn Prizmich (GEO Group): Comments are uneducated on what we do and don't do. This is an allocation to go to nonprofits. We have been providing this management of services. We are in process of growing this network. This should not be about tax status.

Melia Filipao: GEO group is profiting off black and brown people.

Robert Forte: Do not fund GEO.

Gracie Veiga: Also opposed to funding GEO. Fund community based nonprofits instead.

Cesar Lara (MILPA): GEO is not effective. This funding should go to CBOs.

End of Public Comment

Following public comment, Ms. Cumpian stated that she would recuse herself from the vote. General Counsel Maguire explained that the Anti-Recidivism Coalition is a current contractor for CDCR, but that because the group was not a STOP contractor and would not be receiving funds as part of Agenda Item B, Ms. Cumpian could participate in the discussion.

Mr. Gore moved approval. Mr. Mills seconded. The following votes were recorded:

	Board Member	Aye	No	Not Voting
1	Chair Penner	X		
2	Mr. Diaz			Absent
3	Mr. Viera Rosa			Absent
4	Mr. Growdon	X		
5	Mr. Gore	X		
6	Mr. Seale	X		
7	Mr. Ertola	X		
8	Mr. Baranco		X	
9	Mr. Mills	X		
10	Mr. Budnick			X
11	Mr. Steinhart	X		
12	Ms. Cumpian			X
13	VACANT			

The motion carried.

III. Public Comments

Brian Goldstein (CJCJ): Requested BSCC to include total weekly number of tests administered in a facility or total pending tests in the COVID-19 data dashboard.

Miguel Garcia (ARC): Suggested that the BSCC focus on the well being and rehabilitative efforts to those who are being released.

Avalon Edwards: Requested and supported onsite inspections of detention facilities.

IV. Adjourn

The meeting adjourned at: 11:56am

Next Meeting:

❖ BSCC Board Meeting:

August 13, 2020 (Via Zoom)

ROSTER OF PERSONS IN ATTENDANCE

BSCC BOARD MEMBERS:

Chair Penner, Chair, Board of State and Community Corrections

Mr. Growdon, Sheriff, Nevada County

Mr. Gore, Sheriff, San Diego County

Mr. Seale, Chief Probation Officer, Sacramento County

Mr. Ertola, Chief Probation Officer, Nevada County

Mr. Baranco, Retired Judge, Alameda County

Mr. Mills, Chief of Police, Santa Cruz County

Mr. Budnick, Founder, Anti-Recidivism Coalition

Mr. Steinhart, Director, Commonwealth Juvenile Justice Program

Ms. Cumpian, Women's and Non-Binary Services Manager Anti-Recidivism Coalition

BSCC STAFF:

Kathleen T. Howard, Executive Director

Aaron Maguire, General Counsel

Tracie Cone, Communications Director

Ricardo Goodridge, Deputy Director, Corrections Planning and Grant Programs

Adam Lwin, Board Secretary

Agenda Item B

MEETING DATE: August 13, 2020**AGENDA ITEM:** B**TO:** BSCC Chair and Members**FROM:** Evonne Garner, Deputy Director, evonne.garner@bscc.ca.gov**SUBJECT:** Standards for Training in Corrections (STC): Carotid Hold Training Certification Prohibition: **Requesting Approval**

Summary

This agenda item requests Board approval of a policy change to the Standards and Training for Corrections (STC) program that would prohibit certification of carotid hold training. The change would comply with the Governor's recent criminal justice reforms and would make permanent the BSCC's temporary suspension of training that went into effect June 10, 2020.

Background

The Standards and Training for Corrections Division within the BSCC establishes minimum selection and training standards for correctional staff and probation officers and monitors compliance with those standards. (Pen. Code, § 6035.) In the wake of the death of George Floyd and the resulting nationwide demonstrations, on June 5, 2020, Governor Newsom announced new policing and criminal justice reforms. Those reforms included an order that the carotid hold be removed from state police training programs and state training materials. (Attachment B-1). The Governor also committed to working with the Legislature on a statewide ban that would apply to all police forces across the state.¹

In accordance with the Governor's directive, Chair Penner issued a memo to the field on June 10, 2020, notifying agencies of the suspension of the certification of all courses that included carotid control hold training, and prohibiting the delivery of carotid control hold training under a STC certification. (Attachment B-2). As a result, 72 courses that included carotid hold training were suspended.

This Board item seeks board approval to permanently revoke course certification for the courses that have already been suspended and prohibit future certifications of courses. The Board may revoke course certifications whenever: (1) There is no longer a demonstrated need for the course; (2) Evaluation indicates that an acceptable quality of instruction is not being provided; or (3) There is failure to comply with the criteria set forth in these regulations. (Cal. Code Regs., tit. 15, § 233.)

Recommendation/Action Needed

¹ Assembly Bill 1196 (Gipson) is pending hearing in the Senate Committee on Public Safety.

Staff recommends the Board:

- (1) Permanently revoke certification of the courses that have been suspended;
- (2) Prohibit the certification of courses that include carotid hold training;
- (3) Require staff to conform STC's policy manuals for agencies and training providers include language to indicating that carotid hold training cannot be included in certified courses.

Attachments

B-1: Governor Announcement Regarding Carotid Hold Training

B-2: BSCC Memo to Field Regarding Carotid Hold Training Suspension

Attachment B-1

Retrieved from: <https://www.gov.ca.gov/2020/06/05/governor-newsom-announces-new-policing-and-criminal-justice-reforms/>



Office of Governor
GAVIN NEWSOM

Governor Newsom Announces New Policing and Criminal Justice Reforms

Published: Jun 05, 2020

Announcements follow week of conversations with community leaders, activists and law enforcement following killing of George Floyd and demonstrations across the nation

SACRAMENTO – After a week of engagement with civic leaders and law enforcement in the wake of the killing of George Floyd and demonstrations nationwide, Governor Newsom today announced his support for new policing and criminal justice reforms. Governor Newsom will work toward a statewide standard for policing peaceful protests and ending the carotid hold. This announcement follows the work California did last year to enact the nation’s strongest standard for police use of deadly force.

“We have a unique and special responsibility here in California to meet this historic moment head-on,” said Governor Newsom. “We will not sit back passively as a state. I am proud that California has advanced a new conversation about broader criminal justice reform, but we have an extraordinary amount of work left to do to manifest a cultural change and a deeper understanding of what it is that we’re working to advance. We will continue to lead in a direction that does justice to the message heard all across this state and nation.”

Governor Newsom today called for the creation of new standards for crowd control and use of force in protests. Governor Newsom committed to working with the Legislature, including the California Legislative Black Caucus, the California Latino Legislative Caucus and other legislative leaders, in consultation with national experts, community leaders, law enforcement and journalists to develop those standards – much like the collaboration that produced AB 392 last year, California’s nation-leading use-of-force bill.

Additionally, he called for the end of the carotid hold and other like techniques in California, directing that the carotid hold be removed from the state police training program and state training materials. He committed to working with the Legislature on a statewide ban that would apply to all police forces across the state.

Criminal justice reform has been a key priority of Governor Newsom's first year in office. He placed a moratorium on the death penalty, citing racial and economic disparities in how it was applied. He proposed to close the Division of Juvenile Justice and proposed closing two state prisons. In his May Revision budget, Governor Newsom proposed expanding opportunities for rehabilitation and shortening prison time for offenders participating in treatment programs, in education programs and otherwise engaging in good behavior; as well as increasing access to higher education for young people who are incarcerated.

Governor Newsom acknowledged today that more action is needed, and stated that additional reforms around police practices, educational equity, economic justice, health equity and more must be addressed with urgency.

###

Attachment B-2



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 ♦ SACRAMENTO CA 95833 ♦ 916.445.5073 ♦ BSCC.CA.GOV



GAVIN NEWSOM
Governor

Date: June 10, 2020
TO: All Sheriffs and All Chief Probation Officers
FROM: Linda Penner, BSCC Chair
SUBJECT: **IMMEDIATE SUSPENSION OF STANDARDS FOR TRAINING IN
CORRECTIONS CERTIFICATION OF CAROTID CONTROL HOLD**

In alignment with the Governor's directive to remove the carotid control hold from all state training programs and materials, the BSCC's Standards and Training for Corrections (STC) Program will immediately suspend all existing courses that include carotid control hold training either as a stand-alone topic or embedded within a larger defensive tactics course. Effective immediately, no training on carotid control hold shall be delivered under a BSCC certification. This includes courses delivered in core training and as annual training. At the July 2020 BSCC meeting, the Board will review a recommendation on conforming changes to STC manuals as needed.

If you have any questions, please contact STC Deputy Director, Evonne Garner at evonne.garner@bscc.ca.gov.

Thank you,

Thank you,

LINDA PENNER
Chair

Agenda Item C

MEETING DATE: August 13, 2020**AGENDA ITEM:** C**TO:** BSCC Chair and Members**FROM:** Tanya Hill, Field Representative, tanya.hill@bscc.ca.gov**SUBJECT:** Adult Reentry Grant Program, Rental Assistance Funding
Recommendations: **Requesting Approval**

Summary

This agenda item requests Board approval of additional rental assistance awards as recommended by the Executive Steering Committee (ESC) of the Adult Reentry Grant Program (Attachment C-1). In an effort to expedite the release of funds to help with early state prison releases due to COVID-19, this item requests the Board consider awarding grantees on the ranked list from the previous round of ARG recipients.

If the proposed list of additional award recommendations is approved, the grant period would begin September 1, 2020 and end February 28, 2023. Proposals recommended for award will be funded from the FY 20-21 budget allocation and will go to approximately eight Community-Based Organizations. A list of all proposals recommended for funding is provided in the tables below.

In September, staff will return to the Board to establish a timeline for consideration of the “warm handoff” portion of the grant.

Background

The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018) established the Adult Reentry Grant Program and appropriated \$50,000,000 in funding (Attachment C-2). Pursuant to SB 840, the Board of State and Community Corrections was required to award competitive grants to community-based organizations (CBOs) to support persons formerly incarcerated in state prison and funding was to be allocated as follows:

- \$25,000,000 for rental assistance;
- \$15,000,000 for the rehabilitation of existing property or buildings for housing offenders released from prison;
- \$9,350,000 to support the “warm hand-off” and reentry of offenders transitioning from prison to communities;
- \$150,000 to support the Berkeley Underground Scholars Initiative; and
- \$500,000 to the BSCC for costs to administer the grant programs and report on program outcomes.

The Budget Act of 2019 (Assembly Bill 74, Chapter 23, Statutes of 2019) provided an additional \$32,950,000 for the Adult Reentry Grant, to be split 50/50 between Rental Assistance and Warm Hand-Off (Attachment C-3). Appropriations from the Budget Act of 2019 increased available funds as follows: Warm Hand-Off/Reentry--\$25,001,250; Rental Assistance--\$40,651,250.

On July 12, 2018, the Board appointed Board Chair Linda Penner and then-Board Member Francine Tournour as Co-Chairs of the Adult Reentry Grant Program ESC, and delegated authority to the Co-Chairs to work with BSCC staff to establish an ESC with relevant subject-matter expertise to develop a Request for Proposal (RFP). The RFP was divided into three components; Rehabilitation of Existing Property, Rental Assistance, and Warm Hand-off. On January 17, 2019, the RFP for the Rental Assistance and Warm Hand-off was released to the field (Attachment C-4).

The RFP was divided into two sub-applications and applicants could submit a separate sub-proposal for one or both of the following:

Sub-Application	Eligible Applicants May Request
Rental Assistance	Up to \$3 million
Warm Hand-off Reentry	Up to \$500,000

The statute authorizing the Adult Reentry Grant Program does not specify the types of rental assistance and warm hand-off reentry services to be funded. The ESC placed a priority on services that provide critical-time intervention to meet the immediate needs of individuals upon their release from prison or from residential treatment if placed there by parole. Below are some examples of eligible activities and services that could be provided:

Examples of Eligible Rental Assistance Services	Examples of Eligible Warm Hand-off Reentry Services
<p>Including but not limited to:</p> <ul style="list-style-type: none"> • Short-term emergency housing assistance • Landlord incentives • Permanent supportive housing • Rent subsidies • Transitional housing • Stipends to families willing to house target population • Vouchers • Move in costs • Credit repair 	<p>Including but not limited to:</p> <ul style="list-style-type: none"> • Reach-in services • Case management services • Transportation • Food • Emergency services • Employment/vocational • Social services • Behavioral health care • Mentors • Transitional services • System navigation

The ESC read and rated a total of 147 proposals, which included 58 proposals for the Rental Assistance Program and 89 proposals for the Warm Hand-Off Program (Attachment C-5).

On July 11, 2019 a total of 69 awards were approved by the Board for these two components with 16 awards to Rental Assistance applicants and 53 awards to Warm Hand-Off applicants (Attachment C-6).

The Budget Act of 2020 (Assembly Bill 89, Chapter 7, Statutes of 2020) appropriated additional funding for the Adult Reentry Grant Program in the amount of \$37,000,000, to be divided equally between Rental Assistance and Warm Hand-Off Programs (Attachment C-8) and allocated as follows:

- \$17,575,000 for Rental Assistance Programs;
- \$17,575,000 for Warm Hand-Off Programs; and
- \$1,850,000 to the BSCC for costs to administer the grant

Recent increases in the number of individuals released from state prisons due to the COVID-19 crisis is increasing the urgency for CBOs to respond quickly to the growing needs of the reentry population for housing resources. To help expedite the issuance of funds to the field, staff recommends that the existing list of ranked-ordered proposals, as developed by the ESC for the Adult Reentry Grant Rental Assistance component, be used to award the funding allocated in the FY 2020 Budget Act for this purpose. A total of 42 Rental Assistance proposals remain unfunded from the initial ranked-order list developed by the ESC which would easily allow for approximately eight of the next highest ranked proposals to be awarded swiftly and resources implemented quickly. Project summaries for these Rental Assistance projects are included as Attachment C-9.

The award process for the Warm Hand-Off Program will require additional consideration as the funding allocated in the FY 2020 Budget Act exceeds the amount requested in the existing ranked-order list of unfunded proposals and a competitive-bid process will need to be developed. Given the importance of accelerating the Rental Assistance component, staff recommends temporarily setting aside the Warm Hand-Off component until the September board meeting.

Recommendation/Action Needed

Staff recommends the Board award funding the ranked-order list of proposals as recommended by the ESC for the Adult Reentry Grant Rental Assistance Program. Staff recommends the Board take the following actions:

- Fund the ranked-order list of proposals (#16-22) in the table below as recommended by the ESC for the Adult Reentry Grant Rental Assistance Program.
- Offer a partial award to Time for a Change Foundation (#23) which falls at the funding cut-off point as listed in the table below for Grant Proposals Recommended for Funding.
- Authorize staff to continue to make awards from the proposal ranked-order lists if any applicant is unable to accept the award or relinquishes an award, first by offering to any partial awardee(s).

- Authorize staff to continue to make awards, as noted above, if staff determine during the follow-up award-making process that an applicant recommended for an award is ineligible or if a grantee becomes ineligible during the grant cycle.

**Grant Proposals Recommended for Funding
Rental Assistance in Ranked Order**

Rank	Applicant	Main Office	County	Amount Requested	Recommended Allocation
16	St. John's Well Child and Family Center	Los Angeles	Los Angeles	\$2,985,000	*\$998,932
17	The Catalyst Foundation	Lancaster	Antelope Valley	\$3,000,000	\$3,000,000
18	Brilliant Corners	San Francisco	San Francisco	\$3,000,000	\$3,000,000
19	Life Moves	Menlo Park	San Mateo	\$3,000,000	\$3,000,000
20	Homeboy Industries	Los Angeles	Los Angeles	\$1,000,360	\$1,000,360
21	Family Assistance Program	Victorville	San Bernardino	\$3,000,000	\$3,000,000
22	Men of Valor Academy	Oakland	Alameda	\$2,881,368	\$2,881,368
23	Time for a Change Foundation	San Bernardino	San Bernardino	\$2,976,729	**\$694,340
				Total	\$17,575,000

*St. John's Well Child and Family Center received partial funding in the amount of \$1,986,068 in the 18-19 funding cycle and can be fully funded with the 2020 funding cycle.

**Partial Funding Recommended for Time for a Change Foundation.

Attachments

C-1: Adult Reentry Grant Executive Steering Committee Roster

C-2: Budget Act 2018 – Senate Bill 840

C-3: Budget Act 2019 – Assembly Bill 74

C-4: Adult Reentry Grant Program Request for Proposals Rental Assistance and Warm Hand-Off

C-5: List of All Adult Reentry Grant Program Applicants

C-6: List of awards for Rental and Warm Hand-Off proposals funded with FY 2018 and 2019 Budget Acts

C-7: Adult Reentry Grant Request for Proposals for Rehabilitation of Existing Property and Buildings

C-8: Budget Act 2020 – Assembly Bill 74

C-9: Project Summaries for Proposals Recommended for Funding

Attachment C-1

Adult Reentry Grant Program Executive Steering Committee

1	Name	Title	Organization
1	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2	Francine Tournour, Co-Chair	BSCC Board Member Director	City of Sacramento Office of Public Safety Accountability
3	Alfonso Valdez	Director	Public Policy Laboratory School of Social Science University of California, Irvine
4	Anna Wong	Senior Policy Associate	W. Haywood Burns Institute
5	Armand King	Co-Founder	Paving Great Futures
6	Catherine Kungu	Housing Policy Development Analyst	California Department of Housing & Community Development
7	Christopher Martin	Legislative Advocate	Housing California
8	Claudia Cappio	Fellow	Terner Center for Housing Innovation University of California, Berkeley
9	Curtis Notsinneh	Corrections Workforce Partnership Manager	California Workforce Development Board
10	Dana Moore	Deputy Director (A) & Assistant Deputy Director	Office of Health Equity California Department of Public Health
11	Eric Henderson	Policy Director	Initiate Justice
12	Hillary Blout	Executive Director	Sentence Review Project
13	Jeff Kettering	Chief Probation Officer	Merced County Probation Department
14	Paul Watson	President/CEO	The Global Action Research Center
15	Sharon Rapport	Associate Director	Corporation for Supportive Housing
16	Stephanie Welch	Executive Officer	Council on Criminal Justice and Behavioral Health, Ca. Department of Corrections and Rehabilitation
17	Sue DeLacy	Chief Deputy Probation Officer	Orange County Probation Department

Attachment C-2

Senate Bill 840**Chapter 29****Adult Reentry Grant Program – Budget Act 2018**

5227-110-0001—For local assistance, Board of State and Community
Corrections 50,000,000

Schedule:

- (1) 4945-Corrections Planning
and Grant Programs
..... 50,000,000

Provisions:

1. Funds appropriated in this item shall be awarded by the Board of State and Community Corrections as competitive grants to community based organizations to support offenders formerly incarcerated in state prison. The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation, representatives of reentry-focused community based organizations, criminal justice impacted individuals, and representatives of housing-focused community based organizations, to develop grant program criteria and make recommendations to the board regarding grant award decisions.
2. Of the amount appropriated in this item:
 - (a) \$25,000,000 shall be available for rental assistance.
 - (b) \$15,000,000 shall be available for the rehabilitation of existing property or buildings for housing offenders released from prison.
 - (c) \$9,350,000 shall be available to support the warm hand-off and reentry of offenders transitioning from prison to communities.
 - (d) Notwithstanding Provision 1 of this item, \$150,000 shall be available to support the Berkeley Underground Scholars Initiative at the University of California, Berkeley.
3. Of the amount appropriated in this item, \$500,000 shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs and report on program outcomes. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2021.
4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2021.

Attachment C-3

Assembly Bill No. 74
Chapter 23

5227-103-0001—For local assistance, Board of State and Community Corrections

.....

Schedule:

4945-Corrections Planning and Grant Programs	
(1)	37,000,000

Provisions:

Of the amount appropriated in this item, \$32,950,000 shall be awarded by the Board of State and Community Corrections as competitive grants to community-based organizations to support offenders formerly incarcerated in state prison. Of the amount identified in this provision, up to 5 percent shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2022. Of this amount:

1.

(a) \$16,475,000 shall be available for rental assistance. Priority shall be given to individuals released to state parole.

(b) \$16,475,000 shall be available to support the warm hand-off and reentry of offenders transitioning from state prison to communities. Priority shall be given to individuals released to state parole.

(c) The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation departments, representatives of reentry-focused community-based organizations, criminal justice impacted individuals, and representatives of housing-focused community-based organizations to develop grant program criteria and make recommendations to the board regarding grant award decisions.

2. Of the amount appropriated in this item, \$50,000 shall be provided to the City of Oakland to provide services for reentry support for individuals exonerated in California.

3. Of the amount appropriated in this item, \$4,000,000 shall be provided to the City of Oakland to prepare incarcerated people serving sentences of

life with the possibility of parole for parole hearings with therapeutic counseling.

4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2022.

Attachment C-4



Adult Reentry Grant Program

REQUEST FOR PROPOSALS

Amended Budget Attachments March 14, 2019

Eligible Applicants: California
Nonprofit Community-Based Organizations

Grant Period: July 15, 2019 to February 28, 2023

RFP Released: January 18, 2019
Letters of Intent Due: February 6, 2019
Proposals Due: March 25, 2019 - 5:00 p.m.



Table of Contents

Part I: Grant Information	1
Background.....	1
Contact Information.....	1
Bidder's Conferences.....	2
Letter of Intent.....	2
Proposal Due Date and Submission Instructions.....	2
Executive Steering Committee	3
Description of the Grant	4
Sub-Applications	7
Eligible Activities	7
Funding Information	8
Use of Effective Programs.....	8
General Grant Requirements	9
Overview of the RFP Process	12
Scoring Process	14
Part II: Rental Assistance Sub-Proposal Instructions.....	16
Rental Assistance Sub-Proposal Package Coversheet	17
Rental Assistance Sub-Proposal Checklist.....	18
Rental Assistance Applicant Information Form: Instructions	19
Rental Assistance Sub-Applicant Information Form.....	20
Instructions for Proposal Narrative and Project Budget for Rental Assistance Sub-Proposal.....	22
Attachment A: Rental Assistance Sub-Proposal Work Plan.....	26
Part III: Warm Hand-Off Reentry Services Sub-Proposal Instructions.....	27
Warm Hand-Off Reentry Services Sub-Proposal Package Coversheet	28
Warm Hand-Off Reentry Services Sub-Proposal Checklist.....	29
Warm Hand-Off Reentry Services Applicant Information Form: Instructions	30
Warm Hand-Off Reentry Services Sub-Applicant Information Form	31
Instructions for Proposal Narrative and Project Budget for Warm Hand-Off Reentry Services Sub-Proposal.....	33
Attachment A: Warm Hand-Off Reentry Services Sub-Proposal Work Plan	37
General RFP Appendices	38
General RFP Appendix A: Senate Bill 840	39
General RFP Appendix B: Senate Bill 1380	40
General RFP Appendix C: Resource Lists and Glossary Terms	46
General RFP Appendix D: Sample Grant Agreement.....	49
General RFP Appendix E: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement	69
General RFP Appendix F: Example of BSCC Comprehensive Monitoring Visit Tool	70
General RFP Appendix G: Project Work Plan.....	79
General RFP Appendix H: ARG Executive Steering Committee Roster.....	80

CONFIDENTIALITY NOTICE:

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

Part I: Grant Information

Background

The Adult Reentry Grant Program was established in the Budget Act of 2018 (Senate Bill 840, Chapter 29, Statute of 2018). The grant program is aimed at providing support to individuals formerly incarcerated in state prison.

SB 840 allocated \$50 Million in funding of which \$500,000 was allocated for administrative and reporting requirements for the Board of State and Community Corrections (BSCC) and \$150,000 was set aside for the Berkeley Underground Scholars Initiative (General RFP Appendix A).

The remaining balance, \$49,350,000 is to be awarded through a competitive-bid process to community-based organizations (CBOs) as follows:

1. \$25,000,000 for rental assistance;
2. \$9,350,000 to support the “warm hand-off” and reentry of people transitioning from prison to communities;
3. \$15,000,000 for the rehabilitation of existing property or buildings for housing people released from prison;

This Request for Proposals (RFP) will address funding available for the 1) Rental Assistance and 2) Warm Hand-Off Reentry Services components of the grant. The RFP does not include a process for applying for grant funding for the third component of the grant: Rehabilitation of Existing Property. This component of the project will be addressed separately at a future date.

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare separate sub-proposals to the Board of State and Community Corrections (BSCC) for grant funds available through the Adult Reentry Grant Program. Applicants may apply for funding through one or both of the following sub-applications:

- Rental Assistance
- Warm Hand-Off Reentry Services

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

The BSCC will accept and respond to questions about this RFP until March 11, 2019. Questions and answers will be posted on the BSCC website and updated periodically up until March 15, 2019.

Bidder's Conferences

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

Wednesday, February 6, 2019

10:00 a.m.

Board of State and Community Corrections

1st Floor Training Room

2590 Venture Oaks Way

Sacramento, CA 95833

We request that organizations that plan to attend the Bidder's Conference in person RSVP by email with the name of their organization and the number of individuals that will be attending. This will help us in planning and preparing the materials that will be needed

EMAIL RSVP to: AdultReentryGrant@bscc.ca.gov

(Subject line: Adult Reentry Program Bidder's Conference– Name of CBO)

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

Letter of Intent

Applicants interested in applying for the Adult Reentry Program are asked but not required to submit a non-binding Letter of Intent. These statements will aid the BSCC in planning for the proposal review process.

There is no formal template for the Statement of Intent, but it should be submitted via email and include the following information:

- Name, address, and telephone number of the Community-Based Organization;
- A brief statement indicating which sub-proposal(s) the applicant intends to submit (e.g., Rental Assistance and/or Warm Hand-Off Reentry Services); and
- Name and contact information of the Executive Director or like position.

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

Please submit your non-binding Statement(s) of Intent by **February 8, 2019** via email to:

AdultReentryGrant@bscc.ca.gov

(Subject line: Adult Reentry Program Statement of Intent – [Name of CBO])

Proposal Due Date and Submission Instructions

For each sub-proposal submitted, applicants must submit one signed original application, according to the instructions below. Additionally, an electronic scanned copy must be submitted via email. Note: While the BSCC expects both the original hard copy and electronic version to be received by the date and time listed below, the application will not

automatically be disqualified so long as either the hard copy or electronic version is received by the due date and the other copy is received in a reasonable time. Both copies must be identical.

If the BSCC does not receive either the original hard copy or the electronic version on or before the due date and time, the sub-proposal will not be considered, regardless of postmark date.

Either the signed original or emailed copy must be received (not just postmarked) by the BSCC's Corrections Planning and Grant Programs Division by **5:00 p.m. on Monday, March 25, 2019.**

- 1) Mail each original, signed sub-proposal to the following address:

Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Attn: Adult Reentry Program

- 2) Email the scanned copy of each signed sub-proposal to:

AdultReentryGrant@bscc.ca.gov

Executive Steering Committee

Adult Reentry Grant Program Executive Steering Committee

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

Pursuant to SB 840, the BSCC was required to form an ESC with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for people returning from prison to develop grant-program criteria and make recommendations to the board regarding grant awards. Representatives were to include but were not limited to the:

- Department of Housing and Community Development;
- Office of Health Equity, California Department of Public Health;
- County Probation;
- Representatives of reentry-focused community-based organizations;
- Criminal justice impacted individuals; and
- Representatives of housing-focused community-based organizations.

Throughout the ESC process, there have been opportunities for stakeholder and public input into the development of the Adult Reentry grant program. For a list of ESC members see General RFP Appendix H on page 77 of this RFP.

Conflicts of Interest

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

Description of the Grant

Grant Period

Successful proposals will be funded for approximately three years and 6 months commencing August 1, 2019 and ending February 28, 2023.

Eligibility to Apply

Eligible applicants are Community-Based Organizations (CBOs) located in the State of California that have been determined by the IRS to have 501(c)(3) status (i.e., nonprofit). Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form.

Nonprofit CBOs may partner with other Non-Governmental Organizations (NGOs) however, only one nonprofit CBO can be applicant and will be responsible for all aspects of grant administration and management.

NGOs include: nonprofit CBOs, for-profit CBOs, faith-based organizations (FBOs), evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

The applicant must have been duly organized, in existence, and in good standing as of July 18, 2018,

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee grantee, or subcontractor must:

- Have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee;
- In either instance (applicant or partner) Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or subcontract
- In addition, all NGOs must meet the following additional requirements:
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, if required by the applicable local jurisdiction;

- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

An eligible applicant may not submit more than one sub-proposal for rental assistance and may not submit more than one sub-proposal for warm hand-off reentry services. An eligible applicant may submit one sub-proposal for each.

Two or more organizations may submit a joint sub-proposal however, a nonprofit CBO must be the Lead agency and applicant responsible for all aspects of grant administration and management. Additionally, organizations submitting a joint sub-proposal are also limited to one sub-proposal for rental assistance and one sub-proposal for warm hand-off reentry services. Organizations submitting a joint sub-proposal may submit one sub-proposal for each.

An eligible applicant with multiple field offices or satellite projects may submit one sub-proposal covering all (or multiple) field offices and satellite projects.

Target Population

The target population identified in SB 840 are people who have been formerly sentenced to and released from state prison. This includes people leaving state prison that are on parole or those monitored by the probation departments of each county through Post-Release Community Supervision (PRCS).

Housing First Approach to Service Delivery

Senate Bill (SB)1380 (General RFP Appendix B) chaptered September 29, 2016 and effective January 1,2017, requires a state agency that funds, implements, or administers a state program that provides housing or housing-related services to people experiencing homelessness or at risk of homelessness, to adopt guidelines and regulations to include Housing First policies.

It is important for applicants to be aware that SB 1380 applies to the Adult Reentry Grant Program. As such, this will require applicants proposing projects that include housing or housing-related services to people experiencing homelessness or at-risk of homelessness to incorporate the core components of Housing First in their proposed program design.

Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income. Under the Housing First approach, anyone experiencing homelessness is connected to a permanent home as quickly as possible and Housing First programs remove barriers to accessing housing and do not require sobriety or an absence of criminal history. It is based on the “hierarchy of need” in which people must access basic necessities like a safe place to live and food to eat before being able to achieve quality of life or pursue personal goals. Housing First values

choice not only in where to live, but whether to participate in services. For this reason, tenants are not required to participate in services to access or retain housing.¹

Pursuant to SB 1380, the “core components of Housing First includes all of the following:

- 1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- 2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- 3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- 4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- 5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- 6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
- 7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- 8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
- 9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- 10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- 11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.”

Grantees awarded funding under the Adult Reentry Grant Program are required to support these core components of the Housing First model. They will be woven throughout the RFP and incorporated into the rating criteria. Applicants should develop proposals that reflect these principles to the extent that their projects include housing

¹ <http://hcd.ca.gov/grants-funding/active-funding/docs/Housing-First-Fact-Sheet.pdf>

related services. (For additional resources and information related to Housing First, see General RFP Appendix C).

Sub-Applications

As indicated previously, this RFP will be divided into two sub-applications and applicants may submit a separate sub-proposal for one or both of the following:

Sub-Applications
1) Rental Assistance
2) Warm Hand-Off Reentry

Eligible activities and funding for each of the sub-applications will be identified separately.

Eligible Activities

The statutory language authorizing the Adult Reentry Grant Program does not specify the types of rental assistance and Warm Hand-Off reentry services to be funded. Applicants should select programs that best fit the needs of the community. Additionally, the ESC has placed a priority on services that lead to permanent housing and the provision of critical-time intervention that meets the immediate needs of individuals upon their release from prison or from placement by parole in residential treatment.

Grant funds may be used to implement new activities and programs and/or augment existing funds dedicated to a project but may not replace or supplant funds that have been appropriated for the same purpose.

If the sub-proposal includes collaboration and active involvement with a local government agency for which their agreement is needed, a letter of support signed by the agency head must be received from the agency.

Adult Reentry Program grant funds for may not be used for the acquisition of real property. For information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the BSCC [website](#).

The table below includes *examples* of the types of Rental Assistance and Warm Hand-Off Reentry related services that could be funded by this grant. The lists are not exhaustive, and applicants are not required to implement these; they are offered as suggestions only.

Examples of Eligible Rental Related Services Sub- Application	Examples of Eligible Warm Hand-Off Reentry Services Sub- Application
Including but not limited to: <ul style="list-style-type: none">• Short-term emergency housing assistance	Including but not limited to: <ul style="list-style-type: none">• Reach-in services• Case management services

Examples of Eligible Rental Related Services Sub- Application	Examples of Eligible Warm Hand-Off Reentry Services Sub- Application
<ul style="list-style-type: none"> • Landlord incentives • Permanent supportive housing • Rent subsidies • Transitional housing • Stipends to families willing to house target population • Vouchers • Move in costs • Credit repair • Coverage of back rent 	<ul style="list-style-type: none"> • Housing Navigation • Transportation • Food • Emergency services • Employment/vocational • Social services • Behavioral health care • Mentors • Transitional services • System navigation • 24-hour response

Funding Information

A total of \$25 million is available for the rental assistance component of the Adult Reentry Program and \$9.3 million is available for Warm Hand-Off reentry services component. Eligible applicants will be allowed to request up to a maximum amount for each sub-application as indicated in the table below:

Sub-Application	Eligible Applicants May Request	Adult Reentry Program Funds Allocated to this Category
Rental Assistance	Up to \$3 million for the entire 42-month grant period.	\$25 million
Warm Hand-Off Reentry	Up to \$500,000 entire 42-month grant period.	\$9.3 million

Applicants are encouraged to request only the amount of funds needed to support their proposal and not base the request on the maximum allowed. **No match is required.**

Use of Effective Programs

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. Applicants that seek funding through this grant process should use research and data driven decision-making in the development, implementation, and evaluation of their grant-funded projects.

The extent to which an applicant can demonstrate that the program and/or activities they have chosen has been shown to be the effective will be evaluated as a part of the rating

process. In developing a proposal, it may be helpful for applicants to consider the following questions:

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

Applicants are encouraged to develop a project that incorporates these evidence-informed principles but is tailored to fit the needs of the communities they serve. For additional information and resources related to evidence-based practices and data driven decision making see General RFP Appendix C.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement.

See (General RFP Appendix D) for a sample grant agreement (*State of California: Contract and General Terms and Conditions*). The terms and conditions of the grant agreement may change before execution.

The Grant Agreement start date is expected to be August 1, 2019. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Work, services, and encumbrances that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution

Applicants must submit a resolution from their governing board that the individual signing the sub-application for Adult Reentry Grant funding is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

Supplanting

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

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

Audit Requirements

Although state-funded grants do not have an audit requirement, unless specifically stated in state law or regulations, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three (3) years following the end of the grant period.

The California State Auditor, the California Department of Finance- Office of State Audits & Evaluation, the California State Controller's Office, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Funding Disbursement and Invoices

The BSCC will disburse one-third of awarded funds within 45 days of the execution date set forth in the grant agreement to the grantee. The grantee shall agree to deposit grant funds into a banking account established by the grantee and the grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantees shall only use grant funds for allowable costs and shall provide invoices and supporting documentation to the BSCC quarterly. When a grantee expends 80% of the disbursed funds and has submitted the required documentation of those expenditures to the BSCC, and provided the grantee has met the other terms and conditions of the grant, the BSCC will disburse an additional one-third of the award under the same terms and conditions. The final one-third of the award shall be disbursed after a grantee expends 80% of the total disbursed funds. Any unspent funds remaining at the end of the grant period must be returned to the BSCC. Special requests for increased disbursement amounts should be submitted in writing to the Field Representative and will be considered on a case by case basis.

Grantees must submit invoices with supporting documentation to the BSCC on a quarterly basis within 45 days following the end of the reporting period through an online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. For additional information, refer to the *BSCC Grant Administration Guide*, found on the BSCC [website](#).

Quarterly Progress Reports

Grant award recipients are required to submit quarterly progress reports to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the

Grant Award Agreement could be subject to the withholding of funds. Once grants are awarded, BSCC will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website.

Grantee Orientation Process

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

Travel

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

- Community-Based Organizations (CBOs): A CBO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy also applies to NGOs that subcontract with a CBO receiving a BSCC grant award.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information. In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

Debarment, Fraud, Theft, or Embezzlement

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

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

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

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

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

Compliance Monitoring Visits

BSCC conducts compliance monitoring visits to grantees during the term of the grant. For your reference, a Sample Compliance Monitoring Visit Checklist is contained in General RFP Appendix F.

Overview of the RFP Process

Confirmation of Receipt of Proposal

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

Disqualification

The following will result in an automatic disqualification:

- The original hard copy or electronic version of the Proposal are not received by 5:00 p.m. on March 25, 2019.
- The Applicant is not a Community-Based Organization located in the State of California and registered with 501(c)(3) status (i.e., nonprofit).

“Disqualification” means that the proposal will not be scored.

Technical Compliance Review

It is the BSCC's intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors or omissions. Therefore, immediately following the proposal due date, BSCC staff will conduct a Technical Compliance Review - a review to determine whether a proposal is in compliance with technical requirements. The review may be limited based on the number of sub-applications received, and the BSCC staff resources needed to conduct the review

process. Depending on the limits of the review, applicants may be given a brief opportunity to respond to deficiencies identified during the review process by making non-substantive changes that bring the sub-proposal into technical compliance.

Notification

If a technical review process is conducted, the BSCC staff will contact applicants only under the following circumstances:

- The applicant has been disqualified due to one of the circumstances listed in the box above.
- The proposal contains minor technical deficiencies. In this case the project director should be available to respond to non-substantive changes needed during the estimated time frame of April 1- 4, 2019.

Rating Process

Following the Technical Compliance Review, the sub-proposal will advance to the Sub-Proposal Rating Process. The ESC will then read and rate each sub-proposal in accordance with the prescribed rating factors listed in the table below.

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

At the conclusion of this process, applicants will be notified of the ESC's funding recommendations. It is anticipated that the BSCC Board will act on the recommendations at its meeting in July 11, 2019. Applicants are not permitted to contact members of the ESC or the BSCC Board to discuss proposals.

Summary of Key Dates

The following table shows an estimated timeline of key dates related to the Adult Reentry Program.

Activity	Date
Release Request for Proposals	January 18, 2019
Bidder's Conference (Sacramento)	February 6, 2019
Letter of Intent Due to the BSCC	February 8, 2019
Sub-Proposals Due to the BSCC	March 25, 2019
Proposal Rating Process and Development of Funding Recommendations	April-June 2019
BSCC Board Considers Funding Recommendations	July 11, 2019

Activity	Date
Notice to Grantees	July 15 2019
New Grants Begin	August 1, 2019
Mandatory New Grantee Orientation	August/Sept. 2019 (TBD)

Scoring Process

Rating Factors

Shown in the table below are three (3) Rating Factors and the maximum points assigned to each factor. Both sub-applications have three (3) Rating Factors that will be used, and the maximum points assigned to each factor are shown in the table below. While the same scoring system will be used for both sub-applications, applicants will be asked to address each of these rating factors differently per sub-proposal. The Adult Reentry Program ESC assigned a percent value to each of the three (3) rating factors, correlating to its importance (see Percent of Total Value Column).

Adult Reentry Program Rating Factors and Scoring System

	Rating Factors	Point Range	Percent of Total Value	Weighted RF Score
1	Program Need	1-5	30%	45
2	Program Description	1-5	60%	90
3	Budget Section	1-5	10%	15
Maximum Possible Proposal Score:			100%	150

Raters will score an applicant's response in each of these rating factors on a scale of 1 – 5, according to the rating scale shown below. The points allocated to each rating factor are weighted according to the Percent of Total Value to arrive at the Weighted RF Score. The Weighted RF scores are summed to calculate the overall score for each sub-proposal. The maximum possible sub-proposal score is 150.

Five-Point Rating Scale

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

What follows in this RFP are the sub-applications for Rental Assistance (application coded in green) and Warm Hand-Off Reentry Services (application coded in red) which will be scored separately. Please note that though both sub-applications have the same three (3) general rating factors of Project Need, Project Description and Budget, each has different criteria on which they will be rated.

Part II: Rental Assistance Sub-Proposal Instructions

The following items are included in this section:

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

Adult Reentry Grant Program

Rental Assistance Sub-Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

Rental Assistance Sub-Proposal Checklist

A complete **Rental Assistance Sub-Proposal Package** must contain the following (to be submitted in the order listed):

	Required Items for the Rental Assistance Sub-Application:	✓
1	Rental Assistance Cover Sheet <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	
2	Rental Assistance Sub-Proposal Checklist <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
3	Rental Assistance Sub-Applicant Information Form <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
4	Rental Assistance Sub-Proposal Narrative (9 pages or less)	
5	Rental Assistance Sub Proposal Budget Table and Narrative <ul style="list-style-type: none"> Completed ARG Rental Assistance Budget Attachment 	
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (General RFP Appendix E) <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> Verification not required if this document was submitted with a sub-proposal for Warm Hand-Off Reentry Services. If so, check here <input type="checkbox"/> 	
7	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form. <ul style="list-style-type: none"> Verification not required if this document was submitted with a sub-proposal for Warm Hand-Off Reentry Services. If so, check here <input type="checkbox"/> 	
8	Rental Assistance Project Work Plan (Rental Assistance Sub-Proposal Attachment A)	
9	Governing Board Resolution	
10	Provide evidence of signing authority (e.g., articles of incorporation, bylaws, or board resolution conferring authority to the signatory)	
11	If the sub-proposal includes collaboration and active involvement with a local government agency for which their agreement is needed, a letter of support signed by the agency head must be received from the agency	
	Optional Attachment:	✓
12	Sub-Project flowchart or other visual representing the proposed rental assistance project workflow, process, and/or intended outcomes and activities	

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

X

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

ATTACHMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED.

Rental Assistance Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the community-based organization submitting the proposal.
- B. Tax Identification Number:** Provide tax identification number of the Applicant.
- C. CBO Applicants** List the names of the cities and towns (not the county) in which your CBO is proposing to provide Adult Reentry Program rental assistance funded services.
- D. Project Title:** Provide the title of the project.
- E. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- F. Grant Funds Requested:** Identify the amount of grant funds requested.
- G. Applicant is a 501(c)3:** Identify whether your organization meets requirements of 501(c)3 status with the IRS. Check either yes or no.
- H. Verification of 501(c)3 status:** Check the type of verification you have submitted by checking either a 990 IRS form (only face sheet needed) or a IRS Letter of Determination. Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form.
- I. Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- J. Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- K. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- L. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- M. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields. Provide evidence of authority (e.g., articles of incorporation, bylaws, or board resolution conferring authority to the signatory).

Rental Assistance Sub-Applicant Information Form

A. LEAD APPLICANT

NAME OF APPLICANT

B. TAX IDENTIFICATION NUMBER

TAX IDENTIFICATION #:

STREET ADDRESS

CITY

STATE

ZIP CODE

MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

C. CBO APPLICANTS: List the cities and towns in which your organization will provide Adult Reentry Program Rental Assistance funded services.

D. PROJECT TITLE:

E. PROJECT SUMMARY (100-150 words):

F. GRANT FUNDS REQUESTED:

\$

G. APPLICANT IS A 501(c)3

YES ☐

NO ☐

H. VERIFICATION OF 501(c)3 STATUS

IRS 990 ☐ Letter of Determination ☐

I. PROJECT DIRECTOR:

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

FAX NUMBER

CITY

STATE

ZIP CODE

EMAIL ADDRESS

J. FINANCIAL OFFICER:

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

FAX NUMBER

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PAYMENT MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

K. DAY-TO-DAY <u>PROGRAM</u> CONTACT:					
NAME		TITLE		TELEPHONE NUMBER	
STREET ADDRESS				FAX NUMBER	
CITY		STATE		ZIP CODE	
L. DAY-TO-DAY <u>FISCAL</u> CONTACT:					
NAME		TITLE		TELEPHONE NUMBER	
STREET ADDRESS				FAX NUMBER	
CITY		STATE		ZIP CODE	
M. AUTHORIZED SIGNATURE					
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.					
NAME OF AUTHORIZED OFFICER		TITLE		TELEPHONE NUMBER	
STREET ADDRESS		CITY		STATE	
APPLICANT'S SIGNATURE (Blue Ink Only)				DATE	
X					

CONFIDENTIALITY NOTICE:

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

Instructions for Proposal Narrative and Project Budget for Rental Assistance Sub-Proposal

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **9 numbered pages** in length. For the Proposal Narrative, address each of the two (2) Rating Factor sections below.

1) Rental Assistance - Project Need

2) Rental Assistance - Project Description

Each section should be titled according to its section header as provided (e.g., Rental Assistance Program Need and Rental Assistance Program Description). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

Instructions: The Project Budget and Budget Narrative must be completed using the Rental Assistance Budget Attachment (an Excel workbook, a link and instructions are provided on page 24) For the Budget and Budget Narrative address the Rating Factor section below.

3) Rental Assistance - Project Budget

Applicants *may* also include a one-page Sub-Proposal Flowchart representing the proposed Rental Assistance project workflow or process. The flowchart will not be counted toward the 9-page limit.

These 9 pages do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, One-Page Flowchart (optional), Budget Attachment or other required attachments (see *Rental Assistance Proposal Checklist*).

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

Each of the three (3) rating factors will be scored according to the following 5-point rating scale:

Five-Point Rating Scale

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

Address the Rating Factor below in narrative form:

Section 1. Rental Assistance Program Need (Percent of Total Value: 30%)	
1.1	Describe the community(ies) need to be addressed by the Rental Assistance Program.
1.2	Describe the target population to be served by the Rental Assistance Program, including: <ul style="list-style-type: none"> Relationship of the identified target population to the purpose of the Rental Assistance Program. Needs of identified target population. The extent to which the project will address people who are homeless or at risk of being homeless
1.3	Identify service gaps that contribute to the need for the Rental Assistance Program.
1.4	Identify relevant key local qualitative and/or quantitative data in support of the need.

Address the Rating Factor below in narrative form:

Section 2: Rental Assistance Program Description (Percent of Total Value: 60%)	
2.1	Describe the proposed program goals and objectives that includes the relationship to the need and intent of the Rental Assistance Program. <ul style="list-style-type: none"> Complete a work plan (Attachment A of the Rental Assistance sub- proposal) identifying the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partners, and start and end dates.
2.2	Describe the proposed Rental Assistance Program including: <ul style="list-style-type: none"> The plan for selecting the types and kinds of rental assistance to be provided to each participant. The projected number of participants to be served. How rental assistance will be delivered, including length and duration. Standards and methodology for determining amount of rental assistance funding to be made available to participants. The roles, responsibilities and activities of staff delivering rental assistance. The plan for participants to attain more permanent housing.

Section 2: Rental Assistance Program Description (Percent of Total Value: 60%)	
2.3	Describe the rationale for the proposed Rental Assistance Program which includes: <ul style="list-style-type: none"> • The selection of evidence-based, promising, data-informed, or innovative practices, interventions, and services. • A description of relevant evidence or research to support the selection of the proposed program for the target population and the community.
2.4	Describe how the Rental Assistance Program meets or will meet the core components of Housing First.
2.5	Describe applicant's experience administering services to the target population and/or rental assistance, including: <ul style="list-style-type: none"> • Applicant's current capacity to serve the target population and provide access to rental assistance. • How the proposed program, if funded, will increase capacity to serve clients. • Description of readiness to proceed, if funded.
2.6	Describe the plan for selecting, recruiting, and referring participants for the Rental Assistance Program. <ul style="list-style-type: none"> • Agreements with partnering or referring organizations that will help ensure the projected number of participants are served
2.7	Describe the outreach and community engagement efforts for the Rental Assistance Program to include: <ul style="list-style-type: none"> • Efforts to include/hire people with lived experience into the administration or service delivery of the program. • The extent to which the program promotes collaboration with other organizations.

Address the rating factor below by completing the Rental Assistance Budget Attachment (Instructions and link on the following page)

Section 3: Rental Assistance Project Budget (Percent of Total Value: 10%)	
3.1	Provide complete and detailed budget information in each section of the Rental Assistance Budget Attachment (link below) that includes: <ul style="list-style-type: none"> • Language supporting each expense • Expenses that are tied to program goals and planned activities.
3.2	The implementation timeline, contained within the Work Plan document (Attachment A of the Rental Assistance sub- proposal), describes how contracts and services will be in place to support completion of the Rental Assistance Program project by the end of the grant cycle.

Rental Assistance Budget Attachment Instructions:

As part of the sub-application process, sub-applicants are required to submit the **Rental Assistance Budget Attachment**, which is an Excel Workbook that can be accessed using the link below.

Upon submission, the Rental Assistance Budget Attachment will become Section 3 of the Rental Assistance Sub-Proposal and will be rated as such based on the Program Budget rating criteria listed above.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Rental Assistance Budget Attachment- [Link](#)

Attachment A: Rental Assistance Sub-Proposal Work Plan

Applicants for Rental Assistance grant funds shall complete a 1-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. To build the Project Work Plan, applicants should copy and paste the following tables into a separate document. List only the top three goals of the project. Use Appendix C for information related to developing goals and objectives.

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

Part III: Warm Hand-Off Reentry Services Sub-Proposal Instructions

The following items are included in this section:

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

Adult Reentry Grant Program

Warm Hand-Off Reentry Services Sub-Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

Warm Hand-Off Reentry Services Sub-Proposal Checklist

A complete **Warm Hand-Off Reentry Services Sub-Proposal Package** must contain the following (to be submitted in the order listed):

Required Items for the Warm Hand-Off Reentry Services Sub-Application:		✓
1	Warm Hand-Off Reentry Services Cover Sheet <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	
2	Warm Hand-Off Reentry Services Sub-Proposal Checklist <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
3	Warm Hand-Off Reentry Services Sub-Applicant Information Form <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
4	Warm Hand-Off Reentry Services Sub-Proposal Narrative <ul style="list-style-type: none"> 9 pages or less 	
5	Warm Hand-Off Reentry Services Sub Proposal Budget Table and Narrative <ul style="list-style-type: none"> Completed Warm Hand-Off Reentry Services Budget Attachment 	
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (General RFP Appendix E) <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> Verification not required if this document was submitted with a sub-proposal for Rental Assistance. If so, check here <input type="checkbox"/> 	
7	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form. <ul style="list-style-type: none"> Verification not required if this document was submitted with a sub-proposal for Rental Assistance. If so, check here <input type="checkbox"/> 	
8	Warm Hand-Off Reentry Services Project Work Plan (Warm Hand-Off Reentry Services Sub-Proposal Attachment A)	
9	Governing Board Resolution	
	Provide evidence of signing authority (e.g., articles of incorporation, bylaws, or board resolution conferring authority to the signatory)	
10	If the sub-proposal includes collaboration and active involvement with a local government agency for which their agreement is needed, a letter of support signed by the agency head must be received from the agency	
Optional Attachment:		✓
11	Sub-Project flowchart or other visual representing the proposed Warm Hand-Off Reentry Services project workflow, process, and/or intended outcomes and activities	

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

X _____

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

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

Warm Hand-Off Reentry Services Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the community-based organization submitting the proposal.
- B. Tax Identification Number:** Provide tax identification number of the Applicant.
- C. CBO Applicants** List the names of the towns and cities (not the county) in which your CBO is proposing to provide Adult Reentry Program warm hand-off funded services.
- D. Project Title:** Provide the title of the project.
- E. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- F. Grant Funds Requested:** Identify the amount of grant funds requested.
- G. Applicant is a 501(c)3:** Identify whether your organization meets requirements of 501(c)3 status with the IRS. Check either yes or no.
- H. Verification of 501(c)3 status:** Check the type of verification you have submitted by checking either a 990 IRS form (only face sheet needed) or a IRS Letter of Determination. Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form.
- I. Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- J. Financial Officer:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- K. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- L. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- M. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields. Provide evidence of signing authority (e.g., articles of incorporation, bylaws, or board resolution conferring authority to the signatory).

Warm Hand-Off Reentry Services Sub-Applicant Information Form

A. LEAD APPLICANT

NAME OF APPLICANT

B. TAX IDENTIFICATION NUMBER

TAX IDENTIFICATION #:

STREET ADDRESS

CITY

STATE

ZIP CODE

MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

C. CBO APPLICANTS: List the cities and in which your organization will provide Adult Reentry Program Warm Hand-Off Reentry Services funded services.

D. PROJECT TITLE:

E. PROJECT SUMMARY (100-150 words):

F. GRANT FUNDS REQUESTED:

\$

G. APPLICANT IS A 501(c)3

YES ☐

NO ☐

H. VERIFICATION OF 501(c)3 STATUS

IRS 990 ☐ Letter of Determination ☐

I. PROJECT DIRECTOR:

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

FAX NUMBER

CITY

STATE

ZIP CODE

EMAIL ADDRESS

J. FINANCIAL OFFICER:

NAME

TITLE

TELEPHONE NUMBER

STREET ADDRESS

FAX NUMBER

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PAYMENT MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:

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

L. DAY-TO-DAY FISCAL CONTACT:

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

M. AUTHORIZED SIGNATURE

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

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

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Adult Reentry Program Warm Hand-Off Reentry Services sub-proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal.
(Gov. Code, § § 6250 et seq.)

Instructions for Proposal Narrative and Project Budget for Warm Hand-Off Reentry Services Sub-Proposal

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **9 numbered pages** in length. For the Proposal Narrative, address each of the two (2) Rating Factor sections below.

1) Warm Hand-Off Reentry Services - Project Need

2) Warm Hand-Off Reentry Services - Project Description

Each section should be titled according to its section header as provided (e.g., Warm Hand-Off Reentry Services Program Need and Warm Hand-Off Reentry Services Program Description). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. Do not include website links.

Instructions: The Project Budget and Budget Narrative must be completed using the Warm Hand-Off Reentry Services Budget Attachment (an Excel workbook, a link and instructions are provided on page 35) For the Budget and Budget Narrative address the Rating Factor section below.

3) Warm Hand-Off Reentry Services - Project Budget

Applicants *may* also include a one-page Sub-Proposal Flowchart representing the proposed Warm Hand-Off Reentry Services project workflow or process.

These 9 pages do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, One-Page Flowchart (optional), Budget Table or other required attachments (see *Warm Hand-Off Reentry Services Proposal Checklist*).

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

Each of the three (3) rating factors will be scored according to the following 5-point rating scale:

Five-Point Rating Scale

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

Address the Rating Factor below in narrative form:

Section 1. Warm Hand-Off Reentry Services Project Need (Percent of Total Value: 30%)	
1.1	Description of the community(ies) need to be addressed by the Warm Hand-Off Reentry Services Program.
1.2	Describe the target population to be served for the Warm Hand-Off Reentry Services Program, including: <ul style="list-style-type: none"> Relationship of the identified target population to the purpose of the Warm Hand-Off Reentry Services Program. Needs of identified target population.
1.3	Service gaps that contribute to the need for the Warm Hand-Off Reentry Services Program are identified.
1.4	Relevant key local qualitative and/or quantitative data in support of the Warm Hand-Off Reentry Services Program need are provided.

Address the Rating Factor below in narrative form:

Section 2. Warm Hand-Off Reentry Services Program Description (Percent of Total Value: 60%)	
2.1	Description of the proposed program goals, objectives and impact that includes the relationship to the need and intent of the Warm Hand-Off Reentry Services Program <ul style="list-style-type: none"> A Work plan (Attachment A of the Warm Hand-Off Reentry Services sub-proposal) is completed identifying the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partners, and start and end dates.
2.2	Description of the services types, sources, and method of delivery that will be made available to participants in the proposed Warm Hand-Off Reentry Services Program, including: <ul style="list-style-type: none"> The plan for selecting the types and kinds of services to be provided to each participant (e.g., assessments). The projected number of participants to be served. How the services will be delivered, including length and duration. The roles, responsibilities and activities of the case managers, system navigators or other staff delivering services. A list of any outside agencies and the services they will provide and/or link to, has been submitted. Proposed interventions and resources to be made available to participants are outlined. If providing housing-based services or linking to housing based-services describe the extent to which the program supports the core components of Housing First.

Section 2. Warm Hand-Off Reentry Services Program Description (Percent of Total Value: 60%)	
2.3	Rationale for the proposed Warm Hand-Off Reentry Services program which includes: <ul style="list-style-type: none"> • The selection of evidence-based, promising, informed, or innovative practices, interventions, and services. • A description of relevant evidence or research to support the selection of the proposed program for the target population and the community.
2.4	Description of applicant's experience administering warm hand-off reentry services to the target population, including: <ul style="list-style-type: none"> • Applicant's current capacity to serve participants and provide access to treatment and case management. • How the proposed project, if funded, will increase capacity to serve clients. • Description of readiness to proceed, if funded.
2.5	Description of the plan for selecting, recruiting, and referring participants for the Warm Hand-Off Reentry Services program. <ul style="list-style-type: none"> • Agreements with partnering or referring organizations that will help ensure the projected number of participants are served are included.
2.6	Description of outreach and community engagement efforts for the Warm Hand-Off Reentry Services to include: <ul style="list-style-type: none"> • Efforts to include/hire people with lived experience into the administration or service delivery of the program. • The extent to which the program promotes collaboration with other organizations.

Address the rating factor below by completing the Warm Hand-Off Reentry Services Budget Attachment (Instructions and link on the following page)

Section 3: Warm Hand-Off Reentry Services Project Budget (Percent of Total Value: 10%)	
3.1	Provide complete and detailed budget information in each section of the Warm Hand-Off Reentry Services Budget Attachment (link below) that includes: <ul style="list-style-type: none"> • Language supporting each expense • Expenses that are tied to program goals and planned activities.
3.2	The implementation timeline, contained within the Work Plan document (Attachment A of the Warm Hand-Off Reentry Services Sub- Proposal), describes how contracts and services will be in place to support the completion of the Warm Hand-Off Reentry Services Program project by the end of the grant cycle.

Warm Hand-Off Reentry Services Budget Attachment Instructions:

As part of the sub-application process, sub-applicants are required to submit the **Warm Hand-Off Reentry Services Budget Attachment**, which is an Excel Workbook that can be accessed using the link below.

Upon submission, the Warm Hand-Off Reentry Services Budget Attachment will become Section 3 of the Warm Hand-Off Reentry Services Sub-Proposal and will be rated as such based on the Program Budget rating criteria listed above.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Warm Hand-Off Reentry Services Budget Attachment - [Link](#)

Attachment A: Warm Hand-Off Reentry Services Sub-Proposal Work Plan

Applicants for Warm Hand-Off Reentry Services grant funds shall complete a 1-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. To build the Project Work Plan, applicants should copy and paste the following tables into a separate document. List only the top three goals of the project. Use Appendix C for information related to developing goals and objectives.

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

General RFP Appendices

General RFP Appendix A	Senate Bill 840
General RFP Appendix B	Senate Bill 1380
General RFP Appendix C	Resource Lists and Glossary Terms
General RFP Appendix D	Sample Grant Agreement
General RFP Appendix E	Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement
General RFP Appendix F	Sample BSCC Comprehensive Monitoring Tool
General RFP Appendix G	Project Work Plan
General RFP Appendix H	Adult Reentry Grant Executive Steering Committee Roster

General RFP Appendix A: Senate Bill 840

Adult Reentry Grant

The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018¹)

5227-110-0001—For local assistance, Board of
State and Community Corrections 50,000,000

Schedule: (1) 4945-Corrections Planning and Grant Programs..... 50,000,000

Provisions:

1. Funds appropriated in this item shall be awarded by the Board of State and Community Corrections as competitive grants to community based organizations to support offenders formerly incarcerated in state prison. The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation, representatives of reentry-focused community based organizations, criminal justice impacted individuals, and representatives of housing-focused community based organizations, to develop grant program criteria and make recommendations to the board regarding grant award decisions.
2. Of the amount appropriated in this item:
 - (a) \$25,000,000 shall be available for rental assistance.
 - (b) \$15,000,000 shall be available for the rehabilitation of existing property or buildings for housing offenders released from prison.
 - (c) \$9,350,000 shall be available to support the warm hand-off and reentry of offenders transitioning from prison to communities.
 - (d) Notwithstanding Provision 1 of this item, \$150,000 shall be available to support the Berkeley Underground Scholars Initiative at the University of California, Berkeley.
3. Of the amount appropriated in this item, \$500,000 shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs and report on program outcomes. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2021.
4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2021.

¹ http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB840

General RFP Appendix B: Senate Bill 1380

SENATE BILL 1380 CHAPTER 847

An act to add Chapter 6.5 (commencing with Section 8255) to Division 8 of the Welfare and Institutions Code, relating to homelessness.

[Approved by Governor September 29, 2016. Filed with Secretary of State
September 29, 2016.

LEGISLATIVE COUNSEL'S DIGEST

SB 1380, Mitchell. Homeless Coordinating and Financing Council.

Existing law establishes various programs, including, among others, the Emergency Housing, and Assistance Program, to provide assistance to homeless persons.

This bill would require a state agency or department that funds, implements, or administers a state program that provides housing or housing-related services to people experiencing homelessness or at risk of homelessness, except as specified, to revise or adopt guidelines and regulations to include enumerated Housing First policies. The bill would also establish the Homeless Coordinating and Financing Council to oversee the implementation of the Housing First guidelines and regulations and, among other things, to identify resources, benefits, and services that can be accessed to prevent and end homelessness in California.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: NO

Bill Text

The people of the State of California do enact as follows:

SECTION 1.

The Legislature finds and declares all of the following:

(a) California leads the nation in the number of homeless residents with 115,738 people experiencing homelessness at some point, which is 21 percent of the nation's total. California also leads the nation in the number and ratio of chronically homeless residents with 29,178 chronically homeless residents at any point in time, which is 31 percent of the nation's total. California also has 10,416 homeless youth, which is 28 percent of the nation's total.

(b) Homelessness is expensive to the state and local governments. A homeless person receiving general assistance in Los Angeles County, for example, incurs \$2,897 per month in crisis response services.

(c) A chronically homeless Californian moving into “supportive housing” is able to reduce costs he or she incurs by almost 80 percent. Moving an individual or family experiencing chronic homelessness to housing stability costs less than the resulting savings in public expenditures.

(d) Following the example of other states, as well as jurisdictions within California, it is the intent of the Legislature to adopt a “Housing First” model for all state programs funding housing for people experiencing homelessness or at risk of homelessness. These housing models should address the distinct needs of homeless populations, including unaccompanied youth under 25 years of age.

(e) Housing First is an evidence-based model of ending all types of homelessness and is the most effective approach to ending chronic homelessness. The federal government recognizes that Housing First yields high-housing retention rates, low returns to homelessness, and significant reductions in crisis or institutional care. The federal government also recognizes the value of time-limited housing to address the needs of unaccompanied homeless youth and persons fleeing domestic violence.

(f) Homelessness affects multiple systems in California. Though almost every state with significant homeless populations has established a council to coordinate a Housing First-oriented response to homelessness, California does not have any entity to manage the state’s response to homelessness.

(g) California participated in a federally funded policy academy to reduce chronic homelessness. That policy academy succeeded in revising programs that the Department of Housing and Community Development (HCD) administers, and in attracting federal funding opportunities requiring collaboration between the HCD and the State Department of Health Care Services. To implement additional successes, it is essential that California have a coordinating council on homelessness.

SEC. 2.

Chapter 6.5 (commencing with Section 8255) is added to Division 8 of the Welfare and Institutions Code, to read:

CHAPTER 6.5. Housing First and Coordinating Council

8255.

For purposes of this chapter:

(a) “Coordinating council” means the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) “Core components of Housing First” means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

(d) (1) "Housing First" means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) "Housing First" includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer-term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) “State programs” means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter or programs that fund emergency shelters.

8256.

(a) Agencies and departments administering state programs created on or after July 1, 2017, shall collaborate with the coordinating council to adopt guidelines and regulations to incorporate core components of Housing First.

(b) By July 1, 2019, agencies and departments administering state programs in existence prior to July 1, 2017, shall collaborate with the coordinating council to revise or adopt guidelines and regulations that incorporate the core components of Housing First, if the existing guidelines and regulations do not already incorporate the core components of Housing First.

8257.

(a) Within 180 days of the effective date of the measure adding this chapter, the Governor shall create a Homeless Coordinating and Financing Council.

(b) The council shall have the following goals:

(1) To oversee implementation of this chapter.

(2) To identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California.

(3) To create partnerships among state agencies and departments, local government agencies, participants in the United States Department of Housing and Urban Development’s Continuum of Care Program, federal agencies, the United States Interagency Council on Homelessness, nonprofit entities working to end homelessness, homeless services providers, and the private sector, for the purpose of arriving at specific strategies to end homelessness.

(4) To promote systems integration to increase efficiency and effectiveness while focusing on designing systems to address the needs of people experiencing homelessness, including unaccompanied youth under 25 years of age.

(5) To coordinate existing funding and applications for competitive funding. Any action taken pursuant to this paragraph shall not restructure or change any existing allocations or allocation formulas.

(6) To make policy and procedural recommendations to legislators and other governmental entities.

(7) To identify and seek funding opportunities for state entities that have programs to end homelessness, including, but not limited to, federal and philanthropic funding opportunities, and to facilitate and coordinate those state entities’ efforts to obtain that funding.

(8) To broker agreements between state agencies and departments and between state agencies and departments and local jurisdictions to align and coordinate resources, reduce administrative burdens of accessing existing resources, and foster common applications for services, operating, and capital funding.

(9) To serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California.

(10) To report to the Governor, federal Cabinet members, and the Legislature on homelessness and work to reduce homelessness.

(11) To ensure accountability and results in meeting the strategies and goals of the council.

(12) To identify and implement strategies to fight homelessness in small communities and rural areas.

(13) To create a statewide data system or warehouse that collects local data through Homeless Management Information Systems, with the ultimate goal of matching data on homelessness to programs impacting homeless recipients of state programs, such as Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code) and CalWORKS (Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code).

(c) (1) The Governor shall appoint up to 15 members of the council as follows:

(A) A representative from the Department of Housing and Community Development.

(B) A representative of the State Department of Social Services.

(C) A representative of the California Housing Finance Agency.

(D) A representative of the State Department of Health Care Services.

(E) A representative of the Department of Veterans Affairs.

(F) A representative of the Department of Corrections and Rehabilitation.

(G) A representative from the California Tax Credit Allocation Committee in the Treasurer's office.

(H) A representative of the Victim Services Program within the Division of Grants Management within the Office of Emergency Services.

(I) A formerly homeless person who lives in California.

(J) Two representatives of local agencies or organizations that participate in the United States Department of Housing and Urban Development's Continuum of Care Program.

(K) State advocates or other members of the public or state agencies, according to the Governor's discretion.

(2) The Senate Committee on Rules and the Speaker of the Assembly shall each appoint one representative of the council from two different stakeholder organizations.

(3) The council may, at its discretion, invite stakeholders, individuals who have experienced homelessness, members of philanthropic communities, and experts to participate in meetings or provide information to the council.

(d) The council shall hold public meetings at least once every quarter.

- (e) The members of the council shall serve at the pleasure of the Governor.
- (f) Within existing funding, the council may establish working groups, task forces, or other structures from within its membership or with outside members to assist it in its work. Working groups, task forces, or other structures established by the council shall determine their own meeting schedules.
- (g) The members of the council shall serve without compensation, except that members of the council who are, or have been, homeless may receive reimbursement for travel, per diem, or other expenses.
- (h) The Department of Housing and Community Development shall provide staff for the council.
- (i) The members of the council may enter into memoranda of understanding with other members of the council to achieve the goals set forth in this chapter, as necessary, in order to facilitate communication and cooperation between the entities the members of the council represent.

General RFP Appendix C: Resource Lists and Glossary Terms

Housing First

Below are links to resources related to Housing First information and resources that applicants may find useful in developing a program and sub-proposal for the Adult Reentry Grant Program. This list is not meant to be exhaustive but may be a starting point for applicants:

1. Housing First - Corporation for Supportive Housing PowerPoint
<http://www.bscc.ca.gov/downloads/ARG%20Ppt%20PDF-Housing%20First.pdf>
2. Housing First Checklist: Assessing Projects and Systems for a Housing First Orientation
https://www.usich.gov/resources/uploads/asset_library/Housing_First_Checklist_FINAL.pdf
3. What is Housing First? California Department of Housing and Community Development
<http://hcd.ca.gov/grants-funding/active-funding/docs/Housing-First-Fact-Sheet.pdf>
4. Housing First in Permanent Supportive Housing
<https://www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>
5. Wikipedia Housing First
https://en.wikipedia.org/wiki/Housing_First
6. Deploying Housing First Systemwide
<https://www.usich.gov/solutions/housing/housing-first/>
7. Reentry and Housing
<http://www.reentryandhousing.org/private-housing/>
8. National Crime Institute - Crime Solutions.com
<https://www.crimesolutions.gov/TopicDetails.aspx?ID=36>
9. National Reentry Resource Center
<https://csgjusticecenter.org/reentry/housing-and-reentry-resources/V>

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.¹ Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990²; Cullen and Gendreau, 2000³; Lipsey 1999⁴), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

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

Goal versus Objective for Use in Developing the Sub- Proposal Work Plans

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁵.

Examples of goal statements⁶:

- To reduce the number of youth who commit serious and chronic offenses.

¹ For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. *Offender rehabilitation: Effective correctional intervention*. Brookfield, Vt.: Ashgate Dartmouth.

² Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

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

⁴ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

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

⁶ *Id.* at p. 4.

- To divert people from state correctional institutions for non-violent offenses.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁷. Objectives detail the tasks that must be completed to achieve goals⁸. Descriptions of objectives in the proposals should include three elements⁹:

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

Examples of program objectives¹⁰:

- By the end of the program, drug-addicted youth under the age of 17 will recognize the long-term consequences of drug use.
 - To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that youth who have harmed others, and have agreed to participate in the program, carry out all the terms of the mediation agreements they have worked out with their victims by program completion.

Harm Reduction

Harm reduction is a set of practical strategies that reduce negative consequences of drug use. It incorporates a spectrum of strategies that move through stages of safer use, managed use, and abstinence. Harm reduction strategies meet drug users “where they’re at,” addressing conditions of use with the use itself. It can also be used to address other behavioral health concerns.

Harm Reduction Principles:

- The individual has a voice in the process and identifies goals and a path to achieve them
- Workers raise awareness of risk and strategies to reduce harm
- The focus is on reducing harm, not consumption
- There are no pre-defined outcomes
- Abstinence may be a goal but alternatives to reduce risk are equally valued
- The Individual’s decisions to engage in risky behaviors is accepted
- Does not condone risk that can cause serious harm
- The individual is expected to take responsibility for his or her own behavior
- The individual is treated with dignity
- Recovery is a non-linear process
- Services are highly accessible: low barriers, informal atmosphere, extended hours¹¹

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

⁸ *Id.*; see *supra* fn 1.

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

¹⁰ *Id.*

¹¹ Corporation for Supportive Housing <http://www.homelesshouston.org/wp-content/uploads/2014/10/2a-Harm-Reduction-9-2014.pdf>

General RFP Appendix D: Sample Grant Agreement

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

BSCC XXX-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

AUGUST 1, 2019

THROUGH END DATE

FEBRUARY 28, 2023

3. The maximum amount of this Agreement is:

\$000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Adult Reentry Grant (ARG) Program Request for Proposals	*
Attachment 2	ARG Application for Funding	xx
Appendix A	ARG Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving ARG Funds	2

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

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

CONTRACTOR

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

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

1. GRANT AGREEMENT – Adult Reentry Grant

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statute of 2018) established the Adult Reentry Grant Program and appropriated \$50,000,000 in funding to be administered by the BSCC. Community-Based Organizations with 501(c)3 status are eligible to apply for funding to support offender formerly incarcerated in state prison.
- B. Grantee agrees to administer the project in accordance with Attachment 1: ARG Request for Proposals (incorporated by reference) and Attachment 2: ARG Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:
Email:

Designated Financial Officer authorized to receive warrants:

Name:
Title:
Address:
Phone:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:
Email:

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

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

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: ARG Request for Proposals and Attachment 2: ARG Application for Funding.

5. REPORTING REQUIREMENTS

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

Progress Report Periods

1. August 1, 2019 to September 30, 2019
2. October 1, 2019 to December 31, 2019
3. January 1, 2020 to March 31, 2020
4. April 1, 2020 to June 30, 2020
5. July 1, 2019 to September 30, 2020
6. October 1, 2020 to December 31, 2020
7. January 1, 2020 to March 31, 2021
8. April 1, 2020 to June 30, 2021
9. July 1, 2021 to September 30, 2021
10. October 1, 2021 to December 31, 2021
11. January 1, 2022 to March 31, 2022
12. April 1, 2022 to June 30, 2022
13. July 1, 2022 to September 30, 2022
14. October 1, 2022 to December 31, 2022
15. January 1, 2023 to February 28, 2023

Due no later than:

- November 15, 2019
February 15, 2020
May 15, 2020
August 15, 2020
November 15, 2020
February 15, 2021
May 15, 2021
August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
February 15, 2023
April 15, 2023

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

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

EXHIBIT A
SAMPLE - SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

The Grantee shall be paid one-third of awarded funds within 45 days of the execution date of this agreement. The grantee shall agree to deposit grant funds into a banking account established by the grantee and the grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantees shall only use grant funds for allowable costs and shall provide invoices and supporting documentation to the BSCC quarterly. When a grantee expends 80% of the disbursed funds and has submitted the required documentation to the BSCC, and provided the grantee has met the other terms and conditions of the grant, the BSCC shall disburse an additional one-third of the award under the same terms and conditions. The final one-third of the award shall be disbursed after a grantee expends 80% of the total disbursed funds. requests for increased disbursement amounts should be submitted in writing to the Field Representative and will be considered on a case by case basis.

A.

Quarterly Invoice Periods:

Due No Later Than:

1. August 1, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to December 31, 2019	February 15, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 15, 2020
5. July 1, 2019 to September 30, 2020	November 15, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2020 to March 31, 2021	May 15, 2021
8. April 1, 2020 to June 30, 2021	August 15, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 15, 2022
11. January 1, 2022 to March 31, 2022	May 15, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022
13. July 1, 2022 to September 30, 2022	November 15, 2022
14. October 1, 2022 to December 31, 2022	February 15, 2023
15. January 1, 2023 to February 28, 2023	April 15, 2023

- B. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- C. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through ARG funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 28, Statutes of 2018). It is mutually agreed that if the Budget Act does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If ARG funding is reduced or falls below estimates contained within the ARG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 04/2017

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

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

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

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

the New Hire Registry maintained by the California Employment Development Department.

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

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

19.SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20.LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

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

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: ARG Request for Proposals, Attachment 2: ARG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: ARG Request for Proposals and Attachment 2: ARG Application for Funding, or approved modifications;

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

- 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

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

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

10. WAIVER

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

SAMPLE - APPENDIX A
ADULT REENTRY GRANT EXECUTIVE STEERING COMMITTEE ROSTER

	Name	Title	Organization
1	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2	Francine Tournour, Co-Chair	BSCC Board Member Director	City of Sacramento Office of Public Safety Accountability
3	Alfonso Valdez	Director	Public Policy Laboratory School of Social Science University of California, Irvine
4	Anna Wong	Senior Policy Associate	W. Haywood Burns Institute
5	Armand King	Co-Founder	Paving Great Futures
6	Catherine Kungu	Housing Policy Development Analyst	California Department of Housing & Community Development
7	Christopher Martin	Legislative Advocate	Housing California
8	Claudia Cappio	Fellow	Turner Center for Housing Innovation University of California, Berkeley
9	Curtis Notsinneh	Corrections Workforce Partnership Manager	California Workforce Development Board
10	Dana Moore	Deputy Director (A) & Assistant Deputy Director	Office of Health Equity California Department of Public Health
11	Eric Henderson	Policy Director	Initiate Justice
12	Hillary Blout	Executive Director	Sentence Review Project
13	Jeff Kettering	Chief Probation Officer	Merced County Probation Department
14	Paul Watson	President/CEO	The Global Action Research Center
15	Sharon Rapport	Associate Director	Corporation for Supportive Housing
16	Stephanie Welch	Executive Officer	Council on Criminal Justice and Behavioral Health, Cal. Department of Corrections and Rehabilitation
17	Sue DeLacy	Chief Deputy Probation Officer	Orange County Probation Department

SAMPLE - APPENDIX B
Criteria for Non-Governmental Organizations Receiving ARG Funds

The ARG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving ARG funds. The RFP describes these requirements as follows:

Any Community Based Organization that receives ARG grant funds as an applicant must have been duly organized, in existence, and in good standing as of July 17, 2018.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee)

- In either instance (applicant or partner) Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or sub-contract.
- In addition, all NGOs must meet the following additional requirements:
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, if required by the applicable local jurisdiction;
 - Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
 - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - Have a physical address.

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

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

Grantee:

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

SAMPLE - APPENDIX B
Criteria for Non-Governmental Organizations Receiving ARG Funds

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

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

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

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

General RFP Appendix E: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

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

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

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

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

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

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

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

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

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

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

General RFP Appendix F: Example of BSCC Comprehensive Monitoring Visit Tool

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

Grantee:	Award Year: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (as applicable)
Grant Program:	Federal Funds: <input type="checkbox"/> State Funds: <input type="checkbox"/>
Contract Number:	Grant Amount:
Project Title:	
Project Director:	Financial Officer:
Project Director Phone:	Financial Officer Phone:
Project Director E-Mail:	Financial Officer E-mail:
Field Representative:	Date of Visit:

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

Project Sites Visited (Name, Address):

Project Summary:

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

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

2. BSCC Grant Administration Guide

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

3. Organizational Chart

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

4. Duty Statements

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

5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant (including those claimed as match). *Note: Estimates and/or percentages are not acceptable.* Yes ☐ No ☐

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

6. Staff Positions

All authorized positions are filled and performing grant-related duties. Yes ☐ No ☐

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

7. Anticipated Changes

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

8. Subcontracts

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

8b. Copies of the subcontract awards are contained within the official project file. Yes ☐ No ☐ N/A ☐

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

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

9. Budget Modifications

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

Yes ☐ No ☐ N/A ☐

9b. Were there any substantial modifications made that were not approved by the BSCC?

Yes ☐ No ☐

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

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

Yes ☐ No ☐ N/A ☐

Field Representative Comments for Administrative Review Section:

Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

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

1. Equal Employment Opportunity Plan

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

Yes ☐ No ☐

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

2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)?

Yes ☐ No ☐ N/A ☐

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

3. Notification to Program Participants

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

4. Notification to Employees

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

Explain in Civil Rights Review Comments section.

5. Complaints

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

Yes ☐ No ☐ N/A ☐

6. Discrimination on the Basis of Disability

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

7. Discrimination on the Basis of Sex

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities?

Yes ☐ No ☐ N/A ☐

8. Findings

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

Yes ☐ No ☐ N/A ☐

9. Limited English Proficiency

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

10. Training

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

Yes ☐ No ☐ N/A ☐

11. Religious Activities

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

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

III. FISCAL REVIEW

1. Budget File

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

2. Fiscal Policies and Procedures

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

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

3. Invoices

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

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

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

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

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

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

4. Tracking

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

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

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

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

5. Equipment/Fixed Assets

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

Yes ☐ No ☐

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item.

Yes ☐ No ☐ N/A ☐

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification.

Yes ☐ No ☐ N/A ☐

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds.

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

6. Supplanting

The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting).

Yes ☐ No ☐

7. Match

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

Yes ☐ No ☐ N/A ☐

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

8. Project Income

Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.)?

Yes ☐ No ☐ N/A ☐

9. Subcontracts

9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice?

Yes ☐ No ☐ N/A ☐

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

Describe in the Fiscal Review Comments section.

9c. Is the source documentation sufficient to justify charges?

Yes ☐ No ☐ N/A ☐

9d. Does the Grantee conduct desk audits of subcontract agencies?

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

10. Audits

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

Single City/County Audit Report ☐

Program Specific Audit ☐

Other ☐

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years.

Yes ☐ No ☐

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

IV. PROGRAM REVIEW

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

1. Governing Body

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

Yes ☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

1c. Are all of the required members participating?

Yes ☐ No ☐ N/A ☐

2. Evidence-Based Interventions

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

List in the Program Review Comments section.

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

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended?

Yes ☐ No ☐

3. Assessments

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

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

4. Staff Training

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

Yes ☐ No ☐

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

Yes ☐ No ☐

5. Policies & Procedures

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project?

Yes ☐ No ☐

5b. Are they accessible to staff?

Yes ☐ No ☐

6. Case Management/Tracking

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

Yes ☐ No ☐ N/A ☐

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

Explain in the Program Review Comments section.

7. Source Documentation

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

8. Progress Reports

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

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

If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.

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

10. Sustainability

Does the grantee have a sustainability plan to continue service delivery after grant funds expire?

Yes ☐ No ☐

Describe in the Program Review Comments section.

11. Other Requirements Reviewed

Per this site visit review, programmatic requirements specific to this grant program are being met.

Yes ☐ No ☐

Field Representative Comments for the Program Review Section:

Number comments to correspond to Program Review items.

V. DATA COLLECTION AND EVALUATION

1. Evaluator

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

Yes ☐ No ☐ N/A ☐

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

2. Evaluation Plan

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

Yes ☐ No ☐ N/A ☐

3. Preliminary Evidence

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

☐ No ☐ N/A ☐

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

Yes ☐ No ☐ N/A ☐

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

VI. MONITORING SUMMARY

1. Outcome of Visit

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

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

1c. Describe here:

2. Technical Assistance

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

2b. Describe here:

SAMPLE

General RFP Appendix G: Project Work Plan

Applicants for grant funds shall complete a 1-page Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. To build the Project Work Plan, applicants should copy and paste the following tables into a separate document. List only the top three goals of the project.

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

General RFP Appendix H: ARG Executive Steering Committee Roster

Adult Reentry Grant ESC Roster

	Name	Title	Organization
1	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2	Francine Tournour, Co-Chair	BSCC Board Member Director	City of Sacramento Office of Public Safety Accountability
3	Alfonso Valdez	Director	Public Policy Laboratory School of Social Science University of California, Irvine
4	Anna Wong	Senior Policy Associate	Haywood Burns Institute
5	Armand King	Co-Founder	Paving Great Futures
6	Catherine Kungu	Housing Policy Development Analyst	California Department of Housing & Community Development
7	Christopher Martin	Legislative Advocate	Housing California
8	Claudia Cappio	Fellow	Turner Center for Housing Innovation University of California, Berkeley
9	Curtis Notsinneh	Corrections Workforce Partnership Manager	California Workforce Development Board
10	Dana Moore	Deputy Director (A) & Assistant Deputy Director	Office of Health Equity California Department of Public Health
11	Eric Henderson	Policy Director	Initiate Justice
12	Hillary Blout	Executive Director	Sentence Review Project
13	Jeff Kettering	Chief Probation Officer	Merced County Probation Department
14	Paul Watson	President/CEO	The Global Action Research Center
15	Sharon Rapport	Associate Director	Corporation for Supportive Housing
16	Stephanie Welch	Executive Officer	Council on Criminal Justice and Behavioral Health, Cal. Department of Corrections and Rehabilitation
17	Sue DeLacy	Chief Deputy Probation Officer	Orange County Probation Department

Attachment C-5

#	Name of Applicant	Sub-Proposal Type	Main Office	County	Funding Requested
1	A Safe Place	Warm Hand-Off	Oakland	Alameda	\$ 492,003
2	Abundant Living Family Church High Desert	Warm Hand-Off	Hesperia	San Bernardino	\$ 500,000
3	Actors' Gang	Warm Hand-Off	Culver City	Los Angeles	\$ 500,000
4	After Innocence	Warm Hand-Off	Oakland	Alameda	\$ 188,015
5	Allan Hancock College Foundation	Warm Hand-Off	Santa Maria	Santa Barbara	\$ 500,000
6	AMAAD Institute	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
7	AMAAD Institute	Rental Assistance	Los Angeles	Los Angeles	\$ 2,054,170
8	Anti-Recidivism Coalition	Warm Hand-Off	Los Angeles	Los Angeles	\$ 499,626
9	Arcata House Partnership	Warm Hand-Off	Arcata	Humboldt	\$ 500,000
10	Arsola's House	Rental Assistance	Oakland	Alameda	\$ 3,000,000
11	Ascend Program, Inc.	Warm Hand-Off	Rockland	Del Norte	\$ 362,220
12	Bridge Community Services, Inc.	Warm Hand-Off	Chino	San Bernardino	\$ 500,000

13	Bridge Community Services, Inc.	Rental Assistance	Chino	San Bernardino	\$ 500,000
14	Brilliant Corners	Rental Assistance	San Francisco	San Francisco	\$ 3,000,000
15	Brilliant Corners	Warm Hand-Off	San Francisco	San Francisco	\$ 500,000
16	Building Opportunities for Self-Sufficiency (BOSS)	Warm Hand-Off	Berkeley	Alameda	\$ 500,000
17	Building Opportunities for Self-Sufficiency (BOSS)	Rental Assistance	Berkeley	Alameda	\$ 2,982,746
18	Burning Bush Missionary Baptist Church	Rental Assistance	Victorville	San Bernardino	\$ 3,000,000
19	California Reentry Institute	Warm Hand-Off	Concord	Contra Costa	\$ 233,641
20	Catalyst Foundation	Warm Hand-Off	Lancaster	Los Angeles	\$ 500,000
21	Catalyst Foundation	Rental Assistance	Lancaster	Los Angeles	\$ 3,000,000
22	Center for Council, A Project of Community Partners	Warm Hand-Off	Los Angeles	Los Angeles	\$ 316,131
23	Center for Employment Opportunities, Inc.	Warm Hand-Off	Los Angeles	Multiple Counties	\$ 500,000
24	Center for Employment Training	Warm Hand-Off	San Jose	Santa Clara	\$ 500,000
25	Centro Community Hispanic Association	Warm Hand-Off	Long Beach	Los Angeles	\$ 500,000
26	Citadel Community Care Facilities	Rental Assistance	San Bernardino	San Bernardino	\$ 3,000,000

27	Citadel Community Care Facilities	Warm Hand-Off	San Bernardino	San Bernardino	\$ 500,000
28	Citadel Community Development Corporation	Rental Assistance	San Bernardino	San Bernardino	\$ 3,000,000
29	Citadel Community Development Corporation	Warm Hand-Off	San Bernardino	San Bernardino	\$ 500,000
30	CommuniCare Health Centers	Warm Hand-Off	Davis	Yolo	\$ 499,999
31	Community Action Partnership of San Bernardino County	Warm Hand-Off	San Bernardino	San Bernardino	\$ 500,000
32	Community and Youth Outreach	Warm Hand-Off	Oakland	Alameda	\$ 499,119
33	Community Centers, Inc	Rental Assistance	Los Angeles	Los Angeles	\$ 3,000,000
34	Community Centers, Inc	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
35	Community Solutions, Inc.	Warm Hand-Off	Ventura	Ventura	\$ 490,575
36	Community Works West	Warm Hand-Off	Oakland	Alameda	\$ 500,000
37	Economic Development and Corporate Training Foundation	Warm Hand-Off	San Bernardino	San Bernardino	\$ 493,781
38	Epidaurus DBA Amity Foundation	Rental Assistance	Los Angeles	Los Angeles	\$ 2,999,976
39	Episcopal Community Services of San Francisco	Rental Assistance	San Francisco	San Francisco	\$ 2,576,771
40	Episcopal Community Services of San Francisco	Warm Hand-Off	San Francisco	San Francisco	\$ 478,000

41	Family Assistance Program	Warm Hand-Off	Victorville	San Bernardino	\$ 500,000
42	Family Assistance Program	Rental Assistance	Victorville	San Bernardino	\$ 3,000,000
43	Fathers and Families of San Joaquin	Warm Hand-Off	Stockton	San Joaquin	\$ 499,990
44	Fathers and Families of San Joaquin	Rental Assistance	Stockton	San Joaquin	\$ 1,934,260
45	Five Keys Schools and Programs	Rental Assistance	San Francisco	San Francisco	\$ 2,752,471
46	Five Keys Schools and Programs	Warm Hand-Off	San Francisco	San Francisco	\$ 499,874
47	Flintridge Center	Warm Hand-Off	Pasadena	Los Angeles	\$ 495,974
48	Foothill House of Hospitality	Rental Assistance	Grass Valley	Nevada	\$ 1,165,631
49	Freedom Through Education	Warm Hand-Off	Sacramento	Sacramento	\$ 370,025
50	Freedom Through Education	Rental Assistance	Sacramento	Sacramento	\$ 1,802,555
51	Fresno Pacific University Center for Peacemaking and COSA Fresno	Warm Hand-Off	Fresno	Fresno	\$ 499,994
52	Friends Outside	Warm Hand-Off	Stockton	San Joaquin	\$ 5,000,000
53	Friends Outside	Rental Assistance	Stockton	San Joaquin	\$ 2,649,065
54	Friends Outside in Los Angeles County	Warm Hand-Off	Pasadena	Los Angeles	\$ 500,000

55	Garden Pathways, Inc.	Rental Assistance	Bakersfield	Kern	\$ 3,000,000
56	Garden Pathways, Inc.	Warm Hand-Off	Bakersfield	Kern	\$ 500,000
57	Garnett & Sena Inc.	Rental Assistance	Fresno	Fresno	\$ 1,655,087
58	Good Samaritan Shelter	Rental Assistance	Santa Maria	Santa Barbara	\$ 2,610,669
59	Goodwill of Silicon Valley	Rental Assistance	San Jose	Santa Clara	\$ 2,997,619
60	Goodwill of Silicon Valley	Warm Hand-Off	San Jose	Santa Clara	\$ 498,062
61	Homeboy Industries	Rental Assistance	Los Angeles	Los Angeles	\$ 1,000,360
62	Homeboy Industries	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
63	Hughes Training and Development	Warm Hand-Off	Victorville	San Bernardino	\$ 499,059
64	Hughes Training and Development	Rental Assistance	Victorville	San Bernardino	\$ 2,000,000
65	I Matter Foundation	Warm Hand-Off	West Covina	Los Angeles	\$ 500,000
66	I Matter Foundation	Rental Assistance	West Covina	Los Angeles	\$ 3,000,000
67	Impact Justice	Rental Assistance	Oakland	Alameda	\$ 3,000,000
68	Inland Empire United Way	Warm Hand-Off	Rancho Cucamonga	San Bernardino	\$ 499,941

69	Insight Garden Program	Warm Hand-Off	Berkeley	Alameda	\$ 376,875
70	Interfaith Shelter Network, Inc.	Rental Assistance	Santa Rosa	Sonoma	\$ 3,000,000
71	JVS SoCal	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
72	Kern County Hispanic Commission on Alcohol and Drug Abuse Services	Warm Hand-Off	Bakersfield	Kern	\$ 500,000
73	Kingdom Builders Transitional Housing Program	Rental Assistance	Oakland	Alameda	\$ 2,961,725
74	La Clinica de La Raza, Inc.	Warm Hand-Off	Oakland	Alameda	\$ 500,000
75	Life Community Development	Rental Assistance	Adelanto	San Bernardino	\$ 2,608,160
76	Life Community Development	Warm Hand-Off	Adelanto	San Bernardino	\$ 484,030
77	LifeMoves	Rental Assistance	Menlo Park	San Mateo	\$ 3,000,000
78	LifeMoves	Warm Hand-Off	Menlo Park	San Mateo	\$ 500,000
79	LightHouse Social Services Centers	Rental Assistance	Colton	San Bernardino	\$ 3,000,000
80	LightHouse Social Services Centers	Warm Hand-Off	Colton	San Bernardino	\$ 500,000
81	ManifestWorks	Warm Hand-Off	Santa Monica	Los Angeles	\$ 300,000
82	Men of Valor Academy	Warm Hand-Off	Oakland	Alameda	\$ 498,053

83	Men of Valor Academy	Rental Assistance	Oakland	Alameda	\$ 2,881,368
84	Mental Health America of San Diego County	Warm Hand-Off	San Diego	San Diego	\$ 500,000
85	Mental Health California	Warm Hand-Off	Sacramento	Sacramento	\$ 500,000
86	Mercy House Living Centers	Rental Assistance	Santa Ana	Orange	\$ 2,975,870
87	Mercy House Living Centers	Warm Hand-Off	Santa Ana	Orange	\$ 500,000
88	Midtown Family Services	Warm Hand-Off	San Jose	Santa Clara	\$ 489,783
89	Midtown Family Services	Rental Assistance	San Jose	Santa Clara	\$ 2,284,904
90	Moldinghearts.org	Rental Assistance	Yucca Valley	San Bernardino	\$ 500,000
91	New Beginnings Law Center	Warm Hand-Off	San Rafael	Marin	\$ 171,725
92	No Boundaries Transitional Housing Inc.	Rental Assistance	Redding	Shasta	\$ 2,938,702
93	No Boundaries Transitional Housing Inc.	Warm Hand-Off	Redding	Shasta	\$ 494,179
94	No More Tears	Warm Hand-Off	Oakland	Alameda	\$ 500,000
95	North County Lifeline	Rental Assistance	Oceanside	San Diego	\$ 3,000,000
96	North County Lifeline, Inc.	Warm Hand-Off	Oceanside	San Diego	\$ 500,000

97	Oakland Private Industry Council, Inc.	Warm Hand-Off	Oakland	Alameda	\$ 500,000
98	Options Recovery Services	Warm Hand-Off	Berkeley	Alameda	\$ 491,610
99	Options Recovery Services	Rental Assistance	Berkeley	Alameda	\$ 822,860
100	Our Daughters Destiny	Warm Hand-Off	Sacramento	Sacramento	\$ 472,020
101	People For Community, Inc.	Warm Hand-Off	Los Angeles	Los Angeles	\$ 429,824
102	Playa Vista Job Opportunities and Business Services	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
103	Plumas Crisis Intervention and Resource Center	Rental Assistance	Quince	Plumas	\$ 526,268
104	Plumas Crisis Intervention and Resource Center	Warm Hand-Off	Quince	Plumas	\$ 165,622
105	Project HEART, Inc.	Warm Hand-Off	Penn Valley	Nevada	\$ 498,958
106	Q Foundation	Rental Assistance	San Francisco	San Francisco	\$ 3,000,000
107	Reintegration Academy	Warm Hand-Off	Rancho Cucamonga	San Bernardino	\$ 257,400
108	Rialto Family Health Services	Rental Assistance	Rialto	San Bernardino	\$ 2,546,455
109	Rising Sun Center for Opportunity	Warm Hand-Off	Oakland	Alameda	\$ 376,297
110	Root and Rebound	Warm Hand-Off	Oakland	Alameda	\$ 500,000

111	Sacramento Self-Help Housing	Rental Assistance	Sacramento	Sacramento	\$ 2,997,230
112	Sacred Sistahs, Inc.	Warm Hand-Off	Fontana	San Bernardino	\$ 500,000
113	Sacred Sistahs, Inc.	Rental Assistance	Fontana	San Bernardino	\$ 1,473,564
114	San Diego Second Chance	Warm Hand-Off	San Diego	San Diego	\$ 500,000
115	Santa Cruz Barrios Unidos	Warm Hand-Off	Santa Cruz	Santa Cruz	\$ 465,960
116	Self Awareness and Recovery	Warm Hand-Off	Sacramento	Sacramento	\$ 470,067
117	Shelter, Inc.	Rental Assistance	Concord	Contra Costa	\$ 2,999,999
118	Sister to Sister 2, Inc.	Warm Hand-Off	Oakland	Alameda	\$ 496,134
119	Soledad Enrichment Action, Inc.	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
120	St. John's Well Child and Family Center	Rental Assistance	Los Angeles	Los Angeles	\$ 2,985,000
121	Starfish Stories Inc dba the Francisco Homes	Rental Assistance	Los Angeles	Los Angeles	\$ 2,891,194
122	Starfish Stories Inc dba the Francisco Homes	Warm Hand-Off	Los Angeles	Los Angeles	\$ 473,652
123	Starting Over, Inc.	Rental Assistance	Corona	Riverside	\$ 1,270,007
124	Starting Over, Inc.	Warm Hand-Off	Corona	Riverside	\$ 487,604

125	Taylor United Methodist Church	Warm Hand-Off	Oakland	Alameda	\$ 500,000
126	Three Seeds Organizations	Rental Assistance	Stockton	San Joaquin	\$ 3,000,000
127	Three Seeds Organizations	Warm Hand-Off	Stockton	San Joaquin	\$ 500,000
128	Time for Change Foundation	Rental Assistance	San Bernardino	San Bernardino	\$ 2,976,729
129	Transitions Clinic Network/San Francisco Public Health Foundation	Warm Hand-Off	San Francisco	San Francisco	\$ 499,966
130	Turning Point Alcohol and Drug Education Program, Inc.	Rental Assistance	Los Angeles	Los Angeles	\$ 2,398,754
131	UnCommon Law	Warm Hand-Off	Oakland	Alameda	\$ 492,920
132	United Way of Inland Valleys, Inc.	Rental Assistance	Riverside	Riverside	\$ 3,000,000
133	United Way of Inland Valleys, Inc.	Warm Hand-Off	Riverside	Riverside	\$ 500,000
134	Urban Association of Forestry and Fire Professionals	Warm Hand-Off	Pasadena	Los Angeles	\$ 499,995
135	Urban League of San Diego	Rental Assistance	San Diego	San Diego	\$ 3,000,000
136	Victor Valley Family Resource Center	Warm Hand-Off	Hesperia	San Bernardino	\$ 500,000
137	Victor Valley Family Resource Center	Rental Assistance	Hesperia	San Bernardino	\$ 3,000,000
138	Volunteers of America of Los Angeles	Rental Assistance	Los Angeles	Los Angeles	\$ 3,000,000

139	Volunteers of America of Los Angeles	Warm Hand-Off	Los Angeles	Los Angeles	\$ 500,000
140	Watts Up Community Development Corporation	Rental Assistance	Los Angeles	Los Angeles	\$ 2,717,953
141	WestCare California Inc.	Warm Hand-Off	Fresno	Fresno	\$ 500,000
142	WestCare California Inc.	Rental Assistance	Fresno	Fresno	\$ 3,000,000
143	Whole Systems Learning	Warm Hand-Off	Downey	Los Angeles	\$ 500,000
144	Whole Systems Learning	Rental Assistance	Downey	Los Angeles	\$ 3,000,000
145	Women of Substance and Men of Honor	Rental Assistance	Newbury Park	Ventura	\$ 1,275,960
146	Youth Employment Partnership, Inc.	Warm Hand-Off	Oakland	Alameda	\$ 500,000
147	Youth Empowerment	Warm Hand-Off	Lemon Grove	San Diego	\$ 500,000
					\$ 192,022,785

Attachment C-6

**Recommended Grant Proposals
for Rental Assistance in Ranked Order**

Rank	Applicant	Main Office	County	Amount Requested	Recommended Allocation
1	LightHouse Social Services Centers	Colton	San Bernardino	\$3,000,000	\$3,000,000
2	Building Opportunities for Self-Sufficiency	Berkeley	Alameda	\$2,982,746	\$2,982,746
3	Epidaurus DBA Amity Foundation	Los Angeles	Los Angeles	\$2,999,976	\$2,999,976
4	Fathers and Families of San Joaquin	Stockton	San Joaquin	\$1,934,260	\$1,934,260
5	Starting Over, Inc.	Corona	Riverside	\$1,270,007	\$1,270,007
6	Mercy House Living Centers	Santa Ana	Orange	\$2,975,870	\$2,975,870
7	Midtown Family Services	San Jose	Santa Clara	\$2,284,904	\$2,284,904
8	Volunteers of America of Los Angeles	Los Angeles	Los Angeles	\$3,000,000	\$3,000,000
9	Foothill House of Hospitality	Grass Valley	Nevada	\$1,165,631	\$1,165,631
10	The AMAAD Institute	Los Angeles	Los Angeles	\$2,054,170	\$2,054,170
11	Goodwill of Silicon Valley	San Jose	Santa Clara	\$2,997,619	\$2,997,619
12	Victor Valley Family Resource Center	Hesperia	San Bernardino	\$3,000,000	\$3,000,000
13	Interfaith Shelter Network, Inc.	Santa Rosa	Sonoma	\$3,000,000	\$3,000,000
14	Arsola's House	Oakland	Alameda	\$3,000,000	\$3,000,000
15	Shelter, Inc.	Concord	Contra Costa	\$2,999,999	\$2,999,999
16	St. John's Well Child and Family Center	Los Angeles	Los Angeles	\$2,985,000	*\$1,986,068

*Partial Funding

Recommended Grant Proposals for Warm Hand-Off Reentry Services in Ranked Order

Rank	Applicant	Main Office	County	Amount Requested	Recommended Allocation
1	Men of Valor Academy	Oakland	Alameda	\$498,053	\$498,053
2	Abundant Living Family Church High Desert	Hesperia	San Bernardino	\$500,000	\$500,000
3	Mercy House Living Centers	Santa Ana	Orange	\$500,000	\$500,000
4	WestCare California, Inc.	Fresno	Fresno	\$500,000	\$500,000

5	Playa Vista Job Opportunities and Business Services	Los Angeles	Los Angeles	\$500,000	\$500,000
6	The Actors' Gang	Culver City	Los Angeles	\$500,000	\$500,000
7	Oakland Private Industry Council, Inc.	Oakland	Alameda	\$500,000	\$500,000
8	LightHouse Social Services	Colton	San Bernardino	\$500,000	\$500,000
9	Friends Outside in Los Angeles County	Pasadena	Los Angeles	\$500,000	\$500,000
10	Volunteers of America Los Angeles	Los Angeles	Los Angeles	\$500,000	\$500,000
11	A Safe Place	Oakland	Alameda	\$492,003	\$492,003
12	Victor Valley Family Resource Center	Hesperia	San Bernardino	\$500,000	\$500,000
13	Youth Empowerment	Lemon Grove	San Diego	\$500,000	\$500,000
14	La Clinica de La Raza, Inc.	Oakland	Alameda	\$500,000	\$500,000
15	Soledad Enrichment Action, Inc.	Los Angeles	Los Angeles	\$500,000	\$500,000
16	The Catalyst Foundation	Lancaster	Los Angeles	\$500,000	\$500,000
17	Goodwill of Silicon Valley	San Jose	Santa Clara	\$498,062	\$498,062
18	Anti-Recidivism Coalition	Los Angeles	Los Angeles	\$499,626	\$499,626
19	Whole Systems Learning	Downey	Los Angeles	\$500,000	\$500,000
20	Youth Employment Partnership, Inc.	Oakland	Alameda	\$500,000	\$500,000
21	Flintridge Center	Pasadena	Los Angeles	\$495,974	\$495,974
22	San Diego Second Chance	San Diego	San Diego	\$500,000	\$500,000
23	Family Assistance Program	Victorville	San Bernardino	\$500,000	\$500,000
24	Insight Garden Program	Berkeley	Alameda	\$376,875	\$376,875
25	Community Solutions, Inc.	Ventura	Ventura	\$490,575	\$490, 575
26	Self Awareness and Recovery	Sacramento	Sacramento	\$470,067	\$470,067
27	Fresno Pacific University Center for Peacemaking and COSA Fresno	Fresno	Fresno	\$499,994	\$499,994
28	Sister to Sister 2, Inc.	Oakland	Alameda	\$496,134	\$496,134
29	JVS SoCal	Los Angeles	Los Angeles	\$500,000	\$500,000
30	The AMADD Institute	Los Angeles	Los Angeles	\$500,000	\$500,000
31	Community and Youth Outreach	Oakland	Alameda	\$499,119	\$499,119
32	The Reintegration Academy	Rancho Cucamonga	San Bernardino	\$499,874	\$499,874
33	Five Keys Schools and Programs	San Francisco	San Francisco	\$257,400	\$257,400

34	Plumas Crisis Intervention and Resource	Quincy	Plumas	\$165,622	\$165,622
35	Inland Empire United Way	Rancho Cucamonga	San Bernardino	\$499,941	\$499,941
36	Transitions Clinic Network/San Francisco Public Health Foundation	San Francisco	San Francisco	\$499,966	\$499,966
37	Building Opportunities for Self-Sufficiency	Berkeley	Alameda	\$500,000	\$500,000
38	Episcopal Community Services of San Francisco	San Francisco	San Francisco	\$478,0000	\$478,000
39	Community Works West	Oakland	Alameda	\$500,000	\$500,000
40	Root and Rebound	Oakland	Alameda	\$500,000	\$500,000
41	Santa Cruz Barrios Unidos	Santa Cruz	Santa Cruz	\$465,960	\$465,960
42	Fathers and Families of San Joaquin	Stockton	San Joaquin	\$499,990	\$499,990
43	After Innocence	Oakland	Alameda	\$188 ,015	\$188,015
44	Centro Community Hispanic Association	Long Beach	Los Angeles	\$500,000	\$500,000
45	Project HEART, Inc.	Grass Valley	Nevada	\$498,958	\$498,958
46	The Urban Association of Forestry and Fire Professionals	Azusa	Los Angeles	\$499,995	\$499,995
47	LifeMoves	Menlo Park	San Mateo	\$500,000	\$500,000
48	Life Community Development	Adelanto	San Bernardino	\$484,030	\$484,034
49	No More Tears	Oakland	Alameda	\$500,000	\$500,000
50	Kern County Hispanic Commission on Alcohol and Drug Abuse Services	Bakersfield	Kern	\$500,000	\$500,000
51	North County Lifeline, Inc.	Oceanside	San Diego	\$500,000	\$500,000
52	ManifestWorks	Santa Monica	Los Angeles	\$300,000	\$300,000
53	Alan Hancock College Foundation	Santa Maria	Santa Maria	\$500,000	*\$347,017

*Partial Funding

Attachment C-7



Adult Reentry Grant (ARG)

**Rehabilitation of Existing Property
or Buildings Component**

ARG Rehab Project

REQUEST FOR PROPOSALS

Amended Budget Attachment September 24, 2019

Eligible Applicants: California
Nonprofit Community-Based Organizations

Grant Period: February 1, 2020 to January 31, 2030

RFP Released: September 13, 2019

Proposals Due: November 1, 2019 - 5:00 p.m.



Table of Contents

Part I: Grant Information	1
Background	1
Contact Information	1
Bidder's Conferences	1
Proposal Due Date and Submission Instructions	2
Description of the Grant	2
Eligible Projects	3
Funding Information	5
General Grant Requirements	5
Overview of the RFP Process	10
Scoring Process	12
Part II: Proposal Instructions.....	14
Proposal Package Coversheet.....	15
ARG Rehab of Property Project	16
Applicant Checklist	16
Applicant Information Form: Instructions	17
ARG Program Rehab of Property Project Applicant Information Form.....	18
Instructions for Proposal Narrative, Project Budget and Budget Detail	20
ARG Rehab Project Budget Attachment.....	23
Attachment A: Project Activity Timeline	27
Part III: General RFP Appendices.....	28
General RFP Appendix A: Senate Bill 840	29
General RFP Appendix B: Sample Grant Agreement.....	30
General RFP Appendix C: Preliminary Information for Notice of Exemption	51
General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement	52
General RFP Appendix E: Sample Proposal Format Tool.....	53

CONFIDENTIALITY NOTICE:

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

Part I: Grant Information

Background

The Adult Reentry Grant (ARG) Program was established in the Budget Act of 2018 (Senate Bill 840, Chapter 29, Statute of 2018). The grant program is aimed at providing support to individuals formerly incarcerated in state prison.

SB 840 dedicated \$15,000,000 for the rehabilitation of existing property or buildings for housing people released from prison. For additional information about SB 840 see Attachment A.

The intent of this funding is to increase housing resources for individuals transitioning from state prison to the community. Projects selected through this competitive-bid process may use grant funds to renovate or improve existing property or buildings to increase the capacity to house or improve the standard of housing for these individuals.

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the ARG Rehab of Property Project.

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

The BSCC will accept and respond to questions about this RFP until October 15, 2019. Questions and answers will be posted on the BSCC website and updated periodically up until October 30, 2019.

Bidder's Conferences

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

Wednesday September 25, 2019

9:30 a.m.

Board of State and Community Corrections

1st Floor Board Room

2590 Venture Oaks Way

Sacramento, CA 95833

If your organization plans to attend the Bidder's Conference in person, please email an RSVP by September 18, 2019 with the name of the organization and the number of individuals that will attend. This will help us in planning and preparing the materials that will be needed.

EMAIL RSVP to: ARGRehabProject@bscc.ca.gov

(Subject line: ARG Rehab of Property Project Bidder's Conference– Name of CBO)

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

Proposal Due Date and Submission Instructions

Applicants must submit one signed original application via email, according to the instructions below.

If the BSCC does not receive the electronic version on or before 5:00 p.m. (PST) on November 1, 2019 the proposal will not be considered.

Email the scanned copy of the proposal: ARGRehabProject@bscc.ca.gov

Description of the Grant

Grant Period

Grant funds will be available to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). Grantees will be required to house persons formerly incarcerated in state prison in this housing project for a total grant period of 10 years (February 2019 to January 31, 2030).

Eligibility to Apply

Eligible applicants are Community-Based Organizations (CBOs) registered to do business in the State of California that have been determined by the IRS to have 501(c)(3) status (i.e., nonprofit). Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form. Additionally, each applicant must provide their Corporate Entity Number.

Nonprofit CBOs may partner with other Non-Governmental Organizations (NGOs) however, only one nonprofit CBO can be applicant and will be responsible for all aspects of grant administration and management.

Partner NGOs include nonprofit CBOs, for-profit CBOs, faith-based organizations (FBOs), evaluators (except government institutions such as universities), general contractors, grant management companies and any other non-governmental agency or individual.

Applicants must have a minimum of three years of experience in providing housing services to individuals formerly incarcerated in in state prison.

Eligible applicants must own and hold title to the property in fee simple that is proposed to be rehabilitated.

The applicant must have been duly organized, in existence, and in good standing in the state of California as of February 1, 2017.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must:

- Have been duly organized, in existence, and in good standing at least 24 months before entering into a fiscal agreement with the BSCC grantee;
- In either instance (applicant or partner) non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the 24-month date are also eligible, provided all necessary

agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or subcontract

- In addition, all NGOs must meet the following additional requirements:
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, if required by the applicable local jurisdiction;
 - Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
 - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - Have a physical address.

An eligible applicant may not submit more than one proposal.

Applicants must use grant funds solely for the purpose of rehabbing property or buildings to house persons formerly incarcerated in state prison.

Should the scope of work proposed also be supported by other funding sources, the applicant must ensure that the property or portion of property improved by BSCC funds is used solely to house individuals formerly incarcerated in state prison.

Should the proposed project be supported by other funding sources, those funding sources should be identified at the time of application.

Target Population

The target population identified in this RFP are people who have been formerly sentenced to and released from state prison. This includes people leaving state prison that are on parole or those monitored by the probation departments of each county through post-release community supervision (PRCS).

Eligible Projects

Grant funds may be used to rehabilitate existing property or buildings that are or will be used for housing persons previously incarcerated in state prison. Eligible housing may include transitional housing, permanent housing and safe-haven housing.

Successful applicants must agree to house the target population of individuals formerly incarcerated in state prison following completion of the project and for the duration of the grant period until January 31, 2030.

“Rehabilitation” means repairs and improvements to housing which are necessary to meet the requirements of the ARG Rehab of Property Project. This may include rehabilitation standards as defined in Section 50097 of the Health and Safety Code or to eliminate conditions specified in Section 17920.3 of the Health and Safety Code. Rehabilitation also means repairs and improvements which are necessary to meet any locally adopted standards used in local rehabilitation programs. Rehabilitation may include reconstruction.

“Existing property” means real property owned by the applicant in fee simple at the time of application. Following the project rehabilitation, the property must be used for housing the target population until January 31, 2030.

ARG Rehabilitation of Existing Property and Buildings Project grant funds may be used for:

1. Administrative costs for CBO personnel (not to exceed 10% percent of grant award);
2. On-site costs of project reconstruction of the BSCC-approved project, including site preparation;
3. Architectural programming and design (for activities by consultants and contractors;
4. Reconstruction management (for activities by consultants and contractors;
5. Building permit fees, sewer/utility use or unit fees, and building inspection fees;
6. Soil/water contamination assessment mitigation;
7. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, security and life/safety equipment, etc.) as necessary for the operation of the housing project;
8. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the housing project;
9. Installation of existing fixed equipment and furnishings as necessary for the activation and operation of the housing project;
10. Moveable equipment and moveable furnishings necessary for the operation of the housing project; and
11. Preparation of property to meet environmental requirements.

Adult Reentry Program grant funds for may not be used for:

1. Acquisition of new property;
2. Refinancing old debt;
3. Operational funding;
4. Delivery of services;
5. Dislocation, displacement or relocation costs;
6. Excavation of burial sites
7. Off-site costs (outside of the encumbered project area) including access roads, power generation and utilities development;
8. Office supplies and equipment;
9. Bonus payments; and
10. Public art or décor items.

Funding Information

A total of \$15 million is available for the ARG Rehab of Property Project. Eligible applicants will be allowed to request a minimum of \$2 million up to a maximum amount of \$5 million for their proposed project.

A 20 percent cash match of the funds awarded to the recipient is required.

Grant funds will only be available for expenditure to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). However, grantees will be required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2030. Grantees will be required to provide annual operating budgets and occupancy reports upon completion of the construction project.

General Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement.

See (General RFP Appendix B) for a sample grant agreement (*State of California: Contract and General Terms and Conditions*). The terms and conditions of the grant agreement may change before execution.

The Grant Agreement start date is expected to be February 1, 2020. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Work, services, and encumbrances that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three years after the close of the grant.

Project Management

Applicants must secure a Construction Manager to provide oversight of the project. It is recommended that projects also secure a Financial Manager as these positions have separate functions and responsibilities and should not be carried out by the same individual.

Governing Board Resolution

Applicants must submit a resolution from their governing board that the individual signing the application for Adult Reentry Grant Rehab Project is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

Deed of Trust

Prior to any grant payments being made, and as a condition to receipt of the award, the applicant shall execute and deliver a promissory note to the Board. The amount of the

note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 31, 2030.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

Prevailing Wage

Labor Code sections 1720 et seq. require payment of prevailing wages for certain developments paid for in whole or in part from any public funding source and exempts other developments from this requirement. All funds provided under this program are public funds within the meaning of the Labor Code. Each applicant shall be responsible for determining on a case-by-case basis the extent of applicability of the State's prevailing wage law to its individual projects. If applicable, prior to the close of the grant program, applicant shall provide to the Board a written certification that prevailing wages have been paid or will be paid, and the records shall be available consistent with the requirements of this section.

Environmental Conditions

All project sites must be free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove and that cannot be mitigated.

Relocation

Projects must not result in the displacement of tenants or businesses.

Conditional Use Permit

A Conditional Use Permit from the applicable jurisdiction must be submitted to the BSCC within 90 days of grant award or applicant will be deemed ineligible and the award will be rescinded.

California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.)

The BSCC has determined that projects funded by the Adult Reentry Grant Rehab Project grant are "projects" within the meaning of the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21065.) Funded projects will be limited to those that have no significant effect on the environment and are statutorily or categorically exempt from the CEQA process.

It is expected, but not required, that qualified proposals will be classified as Class 1 (existing facilities), Class 2 (replacement or reconstruction), or Class 3 (new construction or conversion of small structures) categorical exemptions.

For additional information on CEQA and statutory and categorical exemptions, please see: [http://resources.ca.gov/ceqa/docs/2019 CEQA Statutes and Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2019_CEQA_Statutes_and_Guidelines.pdf)

As part of the application process, applicants must fill out the information in Appendix C, Preliminary Information for Notice of Exemption indicating which statutory or categorical exemption applies to the project. It is recommended that applicants consult with legal counsel to determine whether projects are exempt from CEQA prior to submitting an application.

If an applicant is successful and is conditionally awarded funding, the BSCC will file a Notice of Exemption with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, applicants will be required to provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the applicant to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the applicant has not provided sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

Cash Match

As indicated previously, grant recipients are required to provide a cash match of 20 percent of the grant award. Funds from governmental sources (other than the BSCC), including federal funds, may be used for the cash match provided that the terms and conditions of such funding allows it to be used within the scope of the ARG Rehab of Property Project. Eligible cash match expenditures only include only those costs as eligible for state financing (see section above, Eligible Costs for Reimbursement).

Subcontractors

Applicants are required to use a general contractor for the ARG Rehab Project. Under the supervisor of the Construction Manager, the general contractor is responsible for the day-to-day oversight of the project site, management of vendors and trades, and the communication of information to all involved parties throughout the course of the project. A three-bid process for the general contractor is required to ensure a responsible selection and increase the efficient use of grant funds by hiring a contractor at the best possible price with an appropriate level of experience and expertise. The bids should be based on criteria that the grantee has established in order to "screen out" unqualified contractors. The grantee is not required to select the lowest bid.

Title Report

The grantee must submit a preliminary title report of the project property demonstrating the applicant owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history. The preliminary title report of the project property must be current within 30 days of the Adult Reentry Rehab of Property Project application.

Monthly Invoices and Progress Reports

Disbursement of grant funds occurs on a reimbursement basis however; reimbursement will only begin after the grantee has executed a subcontract with a general contractor for the ARG Rehab of Property Project. During the three-year period of funding availability, grantees must submit invoices (which will include a progress report) with supporting documentation to the BSCC on a monthly basis within 45 days following the end of the reporting period through an online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

Given the reimbursement schedule and related processing time involved, grantees should plan accordingly for needed cash flow to support the project.

At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:

1. Completion of rehabilitation of property;
2. The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.

Following the three-year period of funding availability, grantees will continue to report to the BSCC annually by submitting proof of insurance, an annual operating budget, and an annual occupancy report for the remainder of the Grant period to January 31, 2030.

Supplanting

BSCC grant funds shall be used to support new rehabbing of existing property or buildings or to augment existing funds that expand current rehabbing activities underway. BSCC grant funds shall not be used to replace existing funds. Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

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

Audit Requirements

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

The California State Auditor, the California Department of Finance- Office of State Audits & Evaluation, the California State Controller's Office, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Insurance Requirements

Applicant shall obtain appropriate insurance prior to the start of construction and maintain insurance for duration of the grant award (January 31, 2030). This insurance includes fire, lightning, and extended coverage insurance as well as earthquake insurance in an amount equal to the full insurable value of the project.

Grantee Orientation Process

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

Debarment, Fraud, Theft, or Embezzlement

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

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

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

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

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

Grant Compliance - Monitoring Visits

BSCC conducts periodic compliance monitoring visits to grantees during the term of the grant. After the completion of the rehabilitation of property, grantees will be required to submit annually to the board: (1) proof of insurance; (2) an annual operating budget; and (3) an annual occupancy report until the end of the grant period, January 31, 2030. Additionally, after the completion of the rehabilitation of property, grantees must continue to house individuals formerly incarcerated in state prison in the rehabilitated property until the end of the grant period, January 31, 2030.

Overview of the RFP Process

Confirmation of Receipt of Proposal

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

Disqualification – **PLEASE REVIEW CAREFULLY**



The following will result in an automatic disqualification:

- A PDF electronic version of the proposal package is not received by 5:00 p.m. PST on November 1, 2019.
- The Proposal Narrative and the Budget Description does not meet the narrative formatting requirements below (see Sample Formatting Tool Appendix E):
 - Arial 12-point font
 - One-inch margins on all four sides
 - 1.5-line spacing
- The Proposal Narrative exceeds 15 numbered pages in length.
- The Budget Description exceeds 5 numbered pages in length.
- The Proposal Package does not contain all required sections:
 - Coversheet
 - Checklist
 - Information Sheet
 - Proposal Narrative
 - ARG Rehab Project Budget Attachment
 - Budget Description
 - Project Activity Timeline
- The applicant's funding request was less than \$2 million.
- The applicant's funding request exceeded \$5 million.
- The applicant did not sign, check boxes and submit a Certification of Compliance with BSCC (Appendix D).

- The applicant did not provide a Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for and contract with the BSCC for the Adult Reentry Grant Program (including any amendments thereof).
- The applicant did not provide proof that they are a CBO registered to do business in the State of California, active in good standing status with the Secretary of State for the last 3 years by submitting:
 - A copy of the applicant's registration and active status as a CBO on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>)
 - A Letter of Determination from the IRS or the most recent 990 IRS form
- The applicant did not submit a preliminary title report of the project property, current within 30 days of application.
- Applicant did not complete Preliminary Information for Notice of Exemption (Appendix C)

NOTE: Disqualification means that the proposal will not move to the Scoring Committee for the Proposal Rating Process.

Proposal Rating Process

Unless disqualified, the proposal will advance to the Scoring Panel for the Proposal Rating Process. The Scoring Panel will read and assign points to each Proposal in accordance with the prescribed rating factors listed in the table below.

Scoring Panel members will base their points on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Section. Following the Proposal Rating Process, the Scoring Panel will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of the rating process, applicants will be notified of the Board's funding recommendations. It is anticipated that the Board will act on the recommendations at a meeting in January 2020. Applicants and partners are not permitted to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Summary of Key Dates

The following table shows an estimated timeline of key dates related to the Adult Reentry Program.

Activity	Date
Release Request for Proposals	September 13, 2019
Bidder's Conference (Sacramento)	September 25, 2019
Proposals Due to the BSCC	November 1, 2019

Activity	Date
Proposal Rating Process and Development of Funding Recommendations	November/December 2019 January 2020
BSCC Board Considers Funding Recommendations	January 23, 2020
Notice to Grantees	January 24, 2020
New Grants Begin	February 1, 2020
New Grantee Orientation	TBD
Funding Availability Ends for Rehabilitation of Existing Property	January 31, 2023
Grant Period Ends	January 31, 2030

Scoring Process

Rating Factors

Shown in the table below are five (5) Rating Factors and the maximum points assigned to each factor. The Board of State and Community Corrections assigned a percent value to each of the five (5) rating factors, correlating to its importance (see Percent of Total Value column).

Adult Reentry Grant Rehabilitation of Existing Property and Buildings Rating Factors and Scoring System

	Rating Factors	Point Range	Percent of Total Value	Weighted RF Score
1	Project Need	1-5	15%	30
2	Project Description	1-5	35%	70
3	Organizational Capacity	1-5	15%	30
4	Readiness	1-5	15%	30
5	Project Budget	1-5	20%	40
Maximum Possible Proposal Score:			100%	200

Raters will assign points to an applicant's response in each of these rating factors on a scale of 1 – 5, according to the rating scale shown below. The points allocated to each rating factor are weighted according to the Percent of Total Value to arrive at the Weighted Rating Factor Score. The Weighted Rating Factor scores are summed to calculate the overall score for each proposal. The maximum possible proposal score is 200.

Threshold/Minimum Score

In order to be considered for funding, a threshold of 60%, or a minimum score of 120 total points, must be earned.

Five-Point Rating Scale

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

Part II: Proposal Instructions

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Proposal Narrative
- Project Activities Timeline
- Project Budget
 - 5a. ARG Rehab Project Budget Attachment - Budget Table & Budget Detail
 - 5b. Budget Description

Adult Reentry Grant (ARG) Rehab of Property Project

Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

ARG Rehab of Property Project

Applicant Checklist

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

	Required Items for Application:	✓
1	Cover Sheet <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	
2	Proposal Checklist <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
3	Applicant Information Form (must include valid Corporate Entity Number) <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
4	Proposal Narrative (15 pages or less)	
5	Proposal Budget Table and Budget Table Line Item Detail - Completed 5a ARG Rehab Project Budget Attachment (Excel workbook)	
6	Budget Description (template with narrative format, 5 pages or less)	
7	Project Activity Timeline (Attachment A)	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix D) <ul style="list-style-type: none"> <i>Signed in blue ink by the authorized signatory (original signature)</i> 	
9	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form <u>and</u> a scanned copy of the applicant's status as registered on the Secretary of State's database (https://businesssearch.sos.ca.gov/)	
10	Title Report of the project property, current within 30 days of application	
11	Preliminary Information for Notice of Exemption Form (Appendix C)	
12	Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for <u>and</u> sign contracts and amendments thereof	

***PLEASE NOTE: ATTACHMENTS AND DOCUMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED OR FORWARDED TO THE SCORING COMMITTEE.**

*

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

X

Date:

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

Applicant Information Form: Instructions

- A. Applicant:** Complete the required information for the community-based organization submitting the proposal.
- B. Tax Identification Number:** Provide tax identification number of the Applicant.
- C. Corporate Entity Number:** Applicant must provide the 7-digit unique Corporate Entity Number that verifies that the applicant is registered and organized with the secretary of state.
- D. CBO Applicants:** List the names of the cities and towns (not the county) in which your CBO is proposing to provide services.
- E. Project Title:** Provide the title of the project.
- F. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- G. Grant Funds Requested:** Identify the amount of grant funds requested.
- H. Applicant is a 501(c)(3):** Identify whether your organization meets requirements of 501(c)(3) status with the IRS. Check either yes or no.
- I. Verification of 501(c)(3) status:** Provide a scanned copy of the applicant's Active Status as registered on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>). Check the type of verification you have submitted by checking either a 990 IRS form (only face sheet needed) or a IRS Letter of Determination.
- J. Project Director – Construction Manager:** Provide the name, title, and contact information for the individual responsible for construction oversight and management of the project. This person must be an employee of the Grantee not a subcontractor.
- K. Financial Officer – Financial Manager:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- L. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- M. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- N. Authorized Signature:** Complete the required information for the person authorized by Board Resolution to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields. Provide evidence of authority (e.g., board resolution conferring authority to the signatory by name and title within the organization).

ARG Program Rehab of Property Project Applicant Information Form

A. CBO APPLICANT				B. TAX ID #		C. CORPORATE ENTITY #	
NAME OF APPLICANT				TAX IDENTIFICATION #:		CORPORATE ENTITY #	
STREET ADDRESS			CITY		STATE	ZIP CODE	
MAILING ADDRESS (if different)			CITY		STATE	ZIP CODE	
D. CBO APPLICANTS: List the cities and towns in which your organization will provide Adult Reentry Program funded services.							
E. PROJECT TITLE:							
F. SUMMARY of REHABBING PROJECT (100-150 words):							
G. GRANT FUNDS REQUESTED:			H. APPLICANT IS A 501(c)(3)		I. VERIFICATION OF 501(c)(3) STATUS		
\$			YES <input type="checkbox"/> NO <input type="checkbox"/>		Confirmation of Active Status with SOS <input type="checkbox"/> AND IRS 990 <input type="checkbox"/> OR Letter of Determination <input type="checkbox"/>		
J. PROJECT DIRECTOR - CONSTRUCTION MANAGER:							
NAME		TITLE			TELEPHONE NUMBER		
STREET ADDRESS					FAX NUMBER		
CITY		STATE		ZIP CODE	EMAIL ADDRESS		
K. FINANCIAL OFFICER – FINANCIAL MANAGER:							
NAME		TITLE			TELEPHONE NUMBER		
STREET ADDRESS					FAX NUMBER		
CITY		STATE		ZIP CODE	EMAIL ADDRESS		
PAYMENT MAILING ADDRESS (if different)			CITY		STATE	ZIP CODE	

L. DAY-TO-DAY PROJECT CONTACT:

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

M. DAY-TO-DAY FISCAL CONTACT:

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

N. AUTHORIZED SIGNATURE

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

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

CONFIDENTIALITY NOTICE:

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

ARG Rehab of Property Project

Instructions for Proposal Narrative, Project Budget and Budget Detail

Instructions: The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **15 numbered pages** in length (See Sample Proposal Formatting Tool Appendix E).

Each Proposal Narrative section should be titled according to its section header as provided (e.g., Project Need, Project Description, Organizational Capacity, Readiness to Proceed). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. You may use footnotes as references however, these must be formatted within the document as indicated above. Do not include website links, charts, graphs or other graphics.

The 15 pages of the Narrative sections do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, Budget Table or Budget Detail section or other required attachments (see *Proposal Checklist*). It is up to the applicant to determine how to use the total 15-page limit in addressing each Narrative section, however as a guide, the percent of total point value for each section is listed under each section header.

The Budget Table and Budget Table Detail must be completed using the Budget Attachment (an Excel workbook, a link is provided on page 23).

The Budget Description section is separate from the Proposal Narrative section and must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be 1.5-line spaced and cannot exceed **5 numbered pages** in length. It is up to the applicant to determine how to use the total 5-page limit in addressing the Budget Detail, however as a guide, the percent of total point value for the Budget is listed under the section header.

Address the Rating Factor below in narrative form:

Section 1. Project Need (Weighted at: 15%)	
1.1	Explain conditions within the community(ies), including any housing gaps, that can be addressed by the Rehabilitation of Existing Property and Buildings proposal.
1.2	Describe the extent to which the project will address the needs of the grant's target population – individuals formerly incarcerated in state prison.
1.3	Describe relevant key local qualitative and/or quantitative data in support of the need.

Address the Rating Factor below in narrative form:

Section 2. Project Description (Weighted at: 35%)	
2.1	Describe the planning process used to develop the design for the proposed renovation, remodel or improvements to existing property and/or buildings.
2.2	Describe the proposed ARG Rehab Project, including: <ul style="list-style-type: none"> • The type of property (e.g. transitional housing, permanent supportive housing, safe haven/shelter, etc.) and current purpose. • The current overall housing capacity (number and types of units or bed space) and the capacity designated for the target population. • A detailed scope of work proposed for the rehabilitation of existing property or buildings project.
2.3	Complete the Project Activity Timeline (Attachment A of the RFP) identifying key events, dates and comments as appropriate for the proposed project.
2.4	Provide a comprehensive description of the anticipated outcomes at the conclusion of the project, including: <ul style="list-style-type: none"> • Number and types of units or bed space (if any), and/or improvements to existing conditions, program spaces, and other ancillary spaces. • How the modifications will provide for a safe, sanitary, and appropriate living environment. • How the outcomes will address conditions within the community and serve the target population. • The projected overall capacity of the project and the designated capacity for the target population.
2.5	Explain a plan to ensure the project will not result in the displacement of tenants or businesses.
2.6	Describe a plan, including future operating income and expenses, to ensure that the target population (relative to the amount of grant funds used to support the overall project) will be housed at this property in safe and sanitary conditions for the length of the grant period. Include methods for determining eligibility and data collection and record keeping.
2.7	Describe the project's accessibility to reentry services and resources such as public transportation, shopping, health and behavioral health care services.
2.8	Describe how the project will provide a supportive and therapeutic community.

Address the Rating Factor below in narrative form:

Section 3. Organizational Capacity (Weighted at 15%)	
3.1	Describe applicant's experience in: <ul style="list-style-type: none"> • Addressing the housing needs of the target population. • Developing projects within reasonable timeframes and budgets. • Owning real estate assets and maintaining the financial and physical viability of these assets. • Compliance with federal, state and local zoning, housing, and environmental laws and regulations.
3.2	Describe the feasibility of completing the proposed project as outlined in the Project Activity Timeline (Attachment A of the Rehabilitation of Property Request for Proposal).
3.3	Detail other capital in place to support the proposed project, including how the applicant will ensure that BSCC funds are used to solely house the target population.

Section 4. Readiness to Proceed (Weighted 15%)	
4.1	Describe applicant's overall readiness to proceed and begin construction upon grant award, including how the proposed renovations, remodels or improvements will be complete by the end of the grant cycle.
4.2	Describe applicant's current status in obtaining permits and satisfying any other state and local requirements, including CEQA, that are needed to begin the ARG Rehab of Property Project.
4.3	Describe applicant's current funding sources and whether funding is available to begin construction or whether applicant will require a loan or need to acquire other funding for the project.

Address the rating factor below by completing the 5a ARG Rehab Project Budget Attachment (accessible by link below), which includes a Budget Table and Budget Line Item Detail. Then complete the 5b Budget Description template (Instructions and template below).

Section 5: Project Budget (Weighted at 20%)	
5.1	Provide complete and detailed budget information in each section of the ARG Rehab Project Budget Attachment (5a link below) and Budget Description (5b narrative instructions below) that includes: <ul style="list-style-type: none"> • Language justifying each expense.

	<ul style="list-style-type: none"> • Expenses that are tied to project and planned project activities. • Positions and roles/responsibilities of staff outlined in the RFP
5.2	Describe the cost effectiveness of the project within the Budget Description format (Section 5b below).
5.3	Describe the source of the matching funds within the Budget Description (Section 5b below).
5.4	If the Total Project Value exceeds the amount of BSCC grant funds requested, describe the source, amount and purpose of additional funds that will support the total project in the Budget Description (Section 5b below).

5a ARG Rehab Project Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **5a ARG Rehab Project Budget Attachment**, which includes a Budget Table and Budget Line Item Detail in an Excel Workbook that can be accessed using the link below.

Upon submission, the ARG Rehab Project Budget Attachment will become Section 5a of the proposal and will be rated as such based on the Program Budget rating criteria listed above.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Table Line Item Detail. While it is understood the applicants will be providing estimated costs at the time of application, true costs determined post-award will not result in an increase or decrease to the grant award. Detailed instructions for completing the ARG Rehab Project Budget Attachment are listed on the Instructions tab of the Excel workbook.

5a ARG Rehab Project Budget Attachment - [Link](#)

5b Budget Description Instructions:

Instructions: The purpose of the **5b Budget Description** is to support the amounts requested in the Budget Table and Budget Line Item Detail in the 5a ARG Rehab Project Budget Attachment and further respond to the Budget rating factor. The 5b Budget Description must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be double-spaced and cannot exceed **5 pages** in length using the template provided below. Provide the information listed under each line item below with narrative to explain how the requested grant funds, cash match and any additional funds contributing to the project will be used to achieve project goals. The numbers entered into the template below must match those populated in the Budget Table (5a).

1. **Administrative Salaries and Benefits** (not to exceed 10% percent of grant funds): Provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the line item of Subcontractors.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Administrative Salaries & Benefits: \$

2. **Sub-Contractors:** List all individuals or businesses with whom the grantee will contract to perform part or all of the obligations of the BSCC Grant Agreement. This line item shall include a "general contractor" with overall responsibility for part or all of the project and may also include other subcontractors as needed for the project.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B) \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (a + b + c) for Sub Contractor(s): \$

3. **Architectural Planning:** Cost related to architectural plans and specifications that may include: outline specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Architectural Planning(s): \$

4. Additional Eligible Costs: (See list of Eligible Costs (pgs. 4-5))

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Additional Eligible Costs: \$

5. Other (Travel): Itemize all costs associated with travel for one trip to Sacramento for grantee orientation.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Other: \$

Attachment A: Project Activity Timeline

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to complete the three-year rehab project. Complete the table below indicating start and completion dates for each key event, including comments if desired.

Key Events	Start Dates	Completion Dates	Comments

Part III: General RFP Appendices

General RFP Appendix A.	Senate Bill 840
General RFP Appendix B	Sample Grant Agreement
General RFP Appendix C	Preliminary Information for Notice of Exemption
General RFP Appendix D	Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement
General RFP Appendix E	Sample Proposal Formatting Tool

General RFP Appendix A: Senate Bill 840

Adult Reentry Grant

The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018¹)

5227-110-0001—For local assistance, Board of
State and Community Corrections 50,000,000

Schedule: (1) 4945-Corrections Planning and Grant Programs..... 50,000,000

Provisions:

1. Funds appropriated in this item shall be awarded by the Board of State and Community Corrections as competitive grants to community based organizations to support offenders formerly incarcerated in state prison. The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation, representatives of reentry-focused community based organizations, criminal justice impacted individuals, and representatives of housing-focused community based organizations, to develop grant program criteria and make recommendations to the board regarding grant award decisions.
2. Of the amount appropriated in this item:
 - (a) \$25,000,000 shall be available for rental assistance.
 - (b) \$15,000,000 shall be available for the rehabilitation of existing property or buildings for housing offenders released from prison.
 - (c) \$9,350,000 shall be available to support the warm hand-off and reentry of offenders transitioning from prison to communities.
 - (d) Notwithstanding Provision 1 of this item, \$150,000 shall be available to support the Berkeley Underground Scholars Initiative at the University of California, Berkeley.
3. Of the amount appropriated in this item, \$500,000 shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs and report on program outcomes. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2021.
4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2021.

¹ http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB840

General RFP Appendix B: Sample Grant Agreement

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC XXX-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

FEBRUARY 1, 2020

THROUGH END DATE

JANUARY 31, 2030

3. The maximum amount of this Agreement is:

\$000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	ARG Rehabilitation of Existing Property or Building Project Request for Proposals*	*
Attachment 2	ARG Rehabilitation of Existing Property or Building Project Application for Funding	xx
Appendix A*	ARG Rehabilitation of Existing Property or Building Project Scoring Panel*	*
Appendix B	Criteria for Non-Governmental Organizations Receiving ARG Funds	2

* Items with an * are hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_argrant

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

CONTRACTOR

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

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Adult Reentry Grant – Rehab of Property Project

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here.....

B. Grantee agrees to administer the project in accordance with Attachment 1: ARG Rehabilitation of Existing Property or Building Project Program Request for Proposals (RFP) (incorporated by reference) and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name:

Title:

Address:

Phone:

Email:

Designated Financial Officer authorized to receive warrants:

Name:

Title:

Address:

Phone:

Email:

Project Director authorized to administer the project:

Name:

Title:

Address:

Phone:

Email:

EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.

5. REPORTING REQUIREMENTS

A. Title Report

The grantee must have on file with the BSCC a current preliminary title report of the project property demonstrating the Grantee owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history.

B. Monthly Progress Reports

During the three-year period of funding availability (February 1, 2019 to January 31, 2023), Grantee will submit monthly progress reports, which are included as a section of the monthly invoicing process. The progress report section will describe progress made on program objectives and include required data. Reports shall be submitted according to the schedule listed in Exhibit B, Section 1.A. Monthly Invoicing.

C. Annual Budget and Occupancy Reports

Following the three-year funding availability period, Grantee is required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2030. Upon completion of the construction project, Grantee shall provide annual reports that include operating budgets, proof of insurance and occupancy reports. The Annual Budget and Occupancy Report is due January 31 each year following completion of construction through the end of the grant period.

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

6. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The BSCC will file a Notice of Exemption from CEQA with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, Grantee shall provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the Grantee to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the Grantee has not provided

EXHIBIT A: SCOPE OF WORK

sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35 - day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

7. DEED OF TRUST

Prior to any grant payments being made, and as a condition to receipt of the award, the Grantee shall execute and deliver a promissory note to the Board. The amount of the note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 30, 2030.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

8. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

EXHIBIT A: SCOPE OF WORK

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

9. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the ARG Rehabilitation of Existing Property or Buildings Scoring Panel (Scoring Panel) from receiving funds awarded under the ARG Rehabilitation of Existing Property or Buildings RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the ARG Scoring Panel roster (*Appendix A - incorporated by reference and available here: http://www.bscc.ca.gov/s_argrant/* October 20, 2019) and ensuring that no grant dollars are passed through to any entity represented by the members of the ARG ESC or Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENT**

- A. **Monthly Invoicing:** During the three-year period of funding availability, Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period. Reimbursement will begin only after the Grantee has executed a subcontract with a general contractor for the ARG Rehabilitation of Existing Property or Buildings Project. Grantee must submit invoices (which will include a progress report) with supporting documentation within 45 days following the end of the reporting period through an online process.

Invoicing Periods**Due no later than:**

- | | |
|---|--------------------|
| 1. February 1, 2020 to February 28, 2020 | April 15, 2020 |
| 2. March 1, 2020 to March 31, 2020 | May 15, 2020 |
| 3. April 1, 2020 to April 30, 2020 | June 15, 2020 |
| 4. May 1, 2020 to May 31, 2020 | July 15, 2020 |
| 5. June 1, 2020 to June 30, 2020 | August 15, 2020 |
| 6. July 1, 2020 to July 31, 2020 | September 15, 2020 |
| 7. August 1, 2020 to August 31, 2020 | October 15, 2020 |
| 8. September 1, 2020 to September 30, 2020 | November 15, 2020 |
| 9. October 1, 2020 to October 31, 2020 | December 15, 2020 |
| 10. November 1, 2020 to November 30, 2020 | January 15, 2021 |
| 11. December 1, 2020 to December 31, 2020 | February 15, 2021 |
| 12. January 1, 2021 to January 31, 2021 | March 15, 2021 |
| 13. February 1, 2021 to February 28, 2021 | April 15, 2021 |
| 14. March 1, 2021 to March 31, 2021 | May 15, 2021 |
| 15. April 1, 2021 to April 30, 2021 | June 15, 2021 |
| 16. May 1, 2021 to May 31, 2021 | July 15, 2021 |
| 17. June 1, 2021 to June 30, 2021 | August 15, 2021 |
| 18. July 1, 2021 to July 31, 2021 | September 15, 2021 |
| 19. August 1, 2021 to August 31, 2021 | October 15, 2021 |
| 20. September 1, 2021 to September 30, 2021 | November 15, 2021 |
| 21. October 1, 2021 to October 31, 2021 | December 15, 2021 |
| 22. November 1, 2021 to November 30, 2021 | January 15, 2022 |
| 23. December 1, 2021 to December 31, 2021 | February 15, 2022 |
| 24. January 1, 2022 to January 31, 2022 | March 15, 2022 |
| 25. February 1, 2022 to February 29, 2022 | April 15, 2022 |
| 26. March 1, 2022 to March 31, 2022 | May 15, 2022 |
| 27. April 1, 2022 to April 30, 2022 | June 15, 2022 |
| 28. May 1, 2022 to May 31, 2022 | July 15, 2022 |
| 29. June 1, 2022 to June 30, 2022 | August 15, 2022 |
| 30. July 1, 2022 to July 31, 2022 | September 15, 2022 |
| 31. August 1, 2022 to August 31, 2022 | October 15, 2022 |
| 32. September 1, 2022 to September 30, 2022 | November 15, 2022 |
| 33. October 1, 2022 to October 31, 2022 | December 15, 2022 |
| 34. November 1, 2022 to November 30, 2022 | January 15, 2023 |

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- | | |
|---|-------------------|
| 35. December 1, 2022 to December 31, 2022 | February 15, 2023 |
| 36. January 1, 2023 to January 31, 2023 | March 15, 2023 |

- B. An invoice is due to the BSCC even if grant funds are not expended during the reporting period.
- C. Grantee must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the Grantee on site and be readily available for review during BSCC site visit.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through ARG funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018) and the California Budget Act of 2019 (Assembly Bill 74, Chapter 23, Statutes of 2019.) It is mutually agreed that if the Budget Acts do not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If ARG funding is reduced or falls below estimates contained within the ARG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at http://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- B. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- C. At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:
 - 1) Completion of rehabilitation of property;

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 2) The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.
- D. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- E. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items	A Grant Funds	B Match Funds	C Grant Total	D Additional Funding	E Total Project Value
1. Administrative Salaries & Benefits (not to exceed 10% of grant funds)	\$0	\$0	\$0	\$0	\$0
2. Subcontracts	\$0	\$0	\$0	\$0	\$0
3. Architectural Planning	\$0	\$0	\$0	\$0	\$0
4. Additional Eligible Costs	\$0	\$0	\$0	\$0	\$0
7. Other (Travel, Training, etc.)	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0

EXHIBIT C: GENERAL TERMS AND CONDITIONS**General Terms and Conditions – GTC 04/2017**

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS

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

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS**1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the ARG Rehabilitation of Existing Property or Building Project RFP. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

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

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP, Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding., documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - 2) Access to Books and Records

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

4. PROJECT ACCESS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS**5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: ARG

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Program Request for Proposals and Attachment 2: ARG Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: ARG Request for Proposals and Attachment 2: ARG Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
 - 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

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

APPENDIX A: ARG REHABILITATION OF EXISTING PROPERTY OR BUILDINGS SCORING PANEL

The Scoring Panel roster is incorporated by reference and can be accessed here:
http://www.bscc.ca.gov/s_argrant/ (available October 20, 2019)

SAMPLE
GRANT
AGREEMENT

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING ARG FUNDS

The ARG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving ARG funds. The RFP describes these requirements as follows:

Any Community Based Organization that receives ARG grant funds as an applicant must have been duly organized, in existence, and in good standing as of February 1, 2017.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee)

- In either instance (applicant or partner) Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or sub-contract.
 - In addition, all NGOs must meet the following additional requirements:
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, if required by the applicable local jurisdiction;
 - Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
 - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - Have a physical address.
- Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING ARG FUNDS

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

Grantee:

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

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

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

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

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

General RFP Appendix C: Preliminary Information for Notice of Exemption

PROJECT TITLE:			
PROJECT LOCATION:			
STREET ADDRESS			
CITY	STATE	ZIP CODE	COUNTY
DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:			
EXEMPT STATUS (CHECK ONE):			
<input type="checkbox"/> Categorical Exemption. State type and section number:		<input type="checkbox"/> Statutory Exemption. State code number:	
REASONS WHY PROJECT IS EXEMPT:			

NAME	TITLE
SIGNATURE	DATE
X	

General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

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

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

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

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

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

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

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

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

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

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

Attachment C-8

**Assembly Bill No. 74
Chapter 23**

SEC. 67.

Item 5227-103-0001 of Section 2.00 of the Budget Act of 2020 is amended to read:

5227-103-0001—For local assistance, Board of
State and Community Corrections 37,000,000

Schedule:

(1) 4945-Corrections Planning
and Grant Programs..... 37,000,000

Provisions:

1. Of the amount appropriated in this item, \$37,000,000 shall be awarded by the Board of State and Community Corrections as competitive grants to community-based organizations to support offenders formerly incarcerated in state prison. Of the amount identified in this provision, up to 5 percent shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2023. Of this amount:

(a) \$18,500,000 shall be available for rental assistance. Priority shall be given to individuals released to state parole.

(b) \$18,500,000 shall be available to support the warm handoff and reentry of offenders transitioning from state prison to communities. Priority shall be given to individuals released to state parole.

(c) The board shall form an executive steering committee with members from relevant state agencies and

departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation departments, representatives of reentry-focused community-based organizations, criminal justice impacted individuals, and representatives of housing-focused community-based organizations to develop grant program criteria and make recommendations to the board regarding grant award decisions.

2. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2023

Attachment C-9

**Adult Reentry Grant Program – Rental Assistance Project Summaries
(In Alphabetical Order as Provided by the Applicants)**

1. Brilliant Corners

Funding Amount: \$3,000,000

County: San Francisco

Brilliant Corners, in collaboration with the Los Angeles County Probation Department (Probation), Los Angeles County Department of Health Services (DHS), Corporation for Supportive Housing (CSH), Chrysalis, and the Conrad N. Hilton Foundation, launched Breaking Barriers in 2015. Breaking Barriers is a scattered-site rapid rehousing program that provides housing, tenancy support, case management, and employment services to adults on felony probation who are experiencing homelessness or are precariously housed. Brilliant Corners intends to expand Breaking Barriers to serve 80-100 additional participants using BSCC funding and can leverage more than \$1 million in services and administrative funding from LA County Probation to support this expansion. The goal of the program is for clients to “transition in place” and assume full rental payments at the end of the 24-month rental subsidy and services.

2. Family Assistance Program

Funding Amount: \$3,000,000

County: San Bernardino

This project will expand short-term emergency housing, emergency assistance, interim transitional housing, rent subsidies coverage, move-in cost assistance to a greater number of women released from prison/jail in San Bernardino County. The project will be geared towards ensuring that former female prisoners reenter society successfully. Family Assistance Program proposes to have 2 Housing Advocates, 1 Housing Supervisor, 1 Case Manager, 1 Residential Advisor, and 1 Evaluation Coordinator. This project will also result in the opening of 5 new housing facilities. A total of 300 individuals will be served by this project. Family Assistance Program is prepared to begin implementing this project August 1st 2019, or as soon as funding is available.

3. Homeboy Industries

Funding Amount: \$1,000,360

County: Los Angeles

Homeboy Industries (HBI) has been working with former gang members and/or formerly incarcerated men and women for over thirty years. We have implemented the 18-Month program that helps clients begin their transformational healing. Our population comes out of prison housing instable, and it is their biggest barrier to starting over. In this project, HBI will expand our ability to provide Housing First through our adult reentry services, rental assistance, and increased partnerships. Through a comprehensive service plan and a Housing Case Manager, our goal is housing stability for our clients.

4. Life Moves

Funding Amount: \$3,000,000

County: San Mateo

LifeMoves is the largest and most innovative non-profit organization committed to ending the cycle of homelessness for families and individuals in San Mateo and Santa Clara Counties. As a financially-stable and results-driven organization, our mission is to provide interim housing and supportive services for homeless families and individuals to rapidly return to stable housing and achieve long-term self-sufficiency. LifeMoves operates ten shelters and seven other facilities that, on any given night, feed, clothe, can house about 700 people, half of whom are minor children.

Formerly incarcerated individuals experience homelessness at rates 10 times higher than the general population, and they face very high barriers in achieving stable housing. Under the proposed Adult

Reentry Rental Assistance Program, LifeMoves will provide rental assistance and supportive services to individuals formerly incarcerated in State Prison, to break the cycle of homelessness that very often results in members of this vulnerable group re-offending.

5. Men of Valor

Funding Amount: \$2,881,368

County: Alameda

Men of Valor Academy (MOVA) will expand its transitional housing program to make an additional 30 beds available to individuals who have been formerly sentenced to and released from state prison. This includes people leaving state prison on parole or those monitored by the county probation departments through Post-Release Community Supervision (PRCS). The MOVA Transitional Housing Program strives to ensure permanent housing stability, recognizing that immediate safe housing is critical to enabling individuals to actively participate in stabilizing services. Our transitional housing program does not limit the length of stay as we work with clients and partners to help secure more traditional forms of permanent housing. Our approach to housing applauds and complies with the components of Housing First.

6. St. John's Well Child and Family Center

Funding Amount: \$2,985,000 (Partially funded with 2018-19 funds in the amount of \$1,986,068 the balance of \$998,932 will be funded through the 2020 budget cycle)

County: Los Angeles

Through its South LA Reentry Housing Assistance Project, St. John's Well Child and Family Center (SJWCFC) will provide critical housing support and resources for residents reentering the communities of South Los Angeles and Compton from incarceration in state facilities. SJWCFC will do this through a combination of individual-and systemic-level approaches, including: Working with reentry individuals to ensure they receive critical housing navigation and subsidies in order to facilitate community reintegration and reduce recidivism; addressing the lack of local housing and supportive services available to the reentry population by developing meaningful partnerships with local community based organization, landlords, and housing entities; and building the capacity of the reentry population and allies by establishing a Community Advisory Board to advocate for increased reentry housing options and more lenient housing policies in Los Angeles County.

7. The Catalyst Foundation

Funding Amount: \$3,000,000

County: Antelope Valley

The Catalyst Foundation Housing First Reentry Program seeks to lessen the number of formerly incarcerated men and women in the greater Antelope Valley region experiencing and/or who are at-risk of homelessness, using a Housing First model.

8. Time for Change Foundation

Funding Amount: \$2,976,729 (The funding threshold only allows for partial funding in the amount of \$694,340)

County: San Bernardino

Provide a comprehensive housing program designed to eliminate recidivism, produce self-sufficiency, and assist former prisoners with acquiring and retaining permanent housing.

Join us at the September 10, 2020 Meeting

