



Proposition 64 Public Health and Safety Grant Program

REQUEST FOR PROPOSALS COHORT 3

Eligible Applicants:
California Counties
California Cities

Grant Period: April 1, 2023 to March 31, 2028

RFP Released: October 17, 2022

Letters of Intent Due: November 18, 2022

Proposals Due: December 2, 2022



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CONFIDENTIALITY NOTICE

All documents submitted as a part of the Proposition 64 Public Health and Safety 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

Grant Program Background

In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act* (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated:

To the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation, or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.

Total funding available for this Request for Proposals (RFP) for Cohort 3 is \$150,000,000. The total available grant funds in this RFP is contingent on timely deposits made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account through fiscal year 2021-22. Successful applicants will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

Contact Information

This Request for Proposal (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Prop 64 PH&S Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to:
Prop64_Grant3@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP until December 2, 2022. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process, and the Prop 64 solicitation will be posted on the BSCC website and updated periodically through November 29, 2022.

Bidders' Conference

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidders' Conference. Details for the Bidders' Conference are listed below:

Proposition 64 Public Health and Safety Grant Program, Cohort 3 Bidders' Conference

Wednesday, November 9, 2022

1:30 p.m.

Via Zoom:

<https://us02web.zoom.us/j/88155648005?pwd=cm9SNzh3bjZaMGo4dXVBU0MwYjBydz09>

Meeting ID: 881 5564 8005

Passcode: 281824

We request that applicants who plan to attend the Bidders' Conference, RSVP by email with their name, title, and name of their agency/organization.

EMAIL RSVP to: Prop64_Grant3@bscc.ca.gov.

(Subject line: Prop 64 PH&S Grant Program Bidders' Conference)

Please note: The Prop 64 PH&S Grant Program Bidders' Conference will be recorded and posted to the BSCC website for future reference.

Lead Public Agency

All Prop 64 PH&S local government grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. LPA means a governmental agency with local authority of or within that county or city. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.

Letter of Intent

Applicants interested in applying for the Prop 64 PH&S Grant Program, Cohort 3 are asked, but are not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

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

- Name of the Applicant (city, county, or city and county),
- Name of the lead public agency (LPA),
- A brief statement indicating the county or city's intent to submit a proposal, and
- Name of a contact person.

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

Please submit your non-binding Letter of Intent by November 18, 2022 via email:

Email Responses: Prop64_Grant3@bscc.ca.gov
(Subject line: Prop 64 Grant Letter of Intent)

Proposal Due Date and Submission Instructions

The Proposition 64 Public Health and Safety Grant Program, Cohort 3 Proposal Package will be provided through an online portal submission process. Applicants must submit proposals through this portal by **5:00 p.m. on December 2, 2022** at which time the portal will close and no longer accept applications.

- **Full application submission instructions will be provided within the approved RFP upon official release.**

Eligibility for Funding

Eligible applicants must be local governments that have not banned both indoor and outdoor commercial cannabis cultivation, or retail sale of marijuana or marijuana products.

Local governments awarded Proposition 64 PH&S Grant funds in previous RFPs are eligible to apply to this current solicitation (i.e., Cohort 3).

For purposes of this RFP, the following definitions apply:

“Local governments” means cities, counties, and cities and counties in the State of California.

“Ban the cultivation” means

Regulations, ordinances, or amendments to local government charters that prohibit both the:

- indoor commercial cannabis cultivation (including mixed light cultivation), and
 - outdoor commercial cannabis cultivation,
- within the local government’s jurisdiction/authority that is not otherwise preempted by state law.

NOTE: Cultivation of cannabis is not banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cannabis cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cultivation, and outdoor commercial cannabis cultivation, activities within the local government’s jurisdiction/authority (see Appendix A).

“Ban retail sale” means

- Regulations, ordinances, or amendments to local government charters that prohibit the local establishment or local operation of any or all businesses licensed under Division 10 (commencing with Section 26000) of the Business and Professions Code.
- Businesses must be allowed to have a physical presence (i.e., brick and mortar location) within the local government’s jurisdiction/authority.

NOTE: Retail sale of cannabis is not banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government’s jurisdiction/authority (see Appendix A).

Cannabis delivery services operating within the jurisdiction of a local government without a physical retail presence (i.e., brick and mortar location(s)) within that jurisdiction does not make the local government eligible for Prop 64 funding.

Local governments in California must meet the above eligibility criteria by December 2, 2022 to be considered for funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP and must maintain eligibility for the duration of the grant period.

Applicants are required to submit a Letter of Eligibility (as part of the RFP submittal process), detailing how the city, county, or city and county meets the above criteria, including the dates the regulations, ordinances, or amendments to local government charters became enacted/effective (see Appendix B). Jurisdictions *in the process* of legalizing the cultivation or retail sale of marijuana or marijuana products will be ineligible for current funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP.

Additionally, if a grant award is made to a city, county, or city and county (eligible at the time of award) but becomes ineligible post-award, the contract with the Grantee will be terminated and any remaining funds will cease to be disbursed for the rest of the contract term.

Grant Program Description

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

Eligibility to Apply

Eligible applicants for Prop 64 PH&S Grant Program awards are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer;
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City;
- California City and County – Application must be submitted by the Board of Supervisors, the Chief Administrative Officer, or City Council;

Counties and cities previously awarded Proposition 64 PH&S Grant monies are eligible for Cohort 3 funding.

Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

Eligible Activities

Applicants must propose activities/strategies that fall within the four (4) Project Purpose Areas (PPAs) defined below. Applicants may either implement new activities, strategies, or programs, *OR* expand existing activities, strategies, or programs (without the supplantation of funds – see Supplanting definition on page 11).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Applicants must identify and address one (1) or more of the PPAs listed as it relates to the local impact of legalizing cannabis in California. Project activities, strategies, and programmatic efforts may overlap within the listed PPAs. Each identified PPA activity, strategy, and programmatic effort does not have to relate to another identified PPA need(s). All project activities, strategies, and programmatic efforts must be associated with the implementation of AUMA (i.e., local impacts due to the legalization of cannabis in California).

Prop 64 PH&S Grant Program Project Purpose Areas (PPAs)

PPA 1: Youth Development/Youth Prevention and Intervention

For the purposes of this RFP, youth are defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

Youth development programs should be designed to improve the lives of children and adolescents by meeting their basic physical, developmental, and social needs and by helping them to build the competencies needed to become successful adults.

Youth Prevention and Intervention programs should address preventing youth substance use and addiction and/or intervening to promote healthy behaviors and environments while minimizing illness, injury, and other harms associated with substance use. Approaches may include preventing exposure, preventing youth from progressing from substance use to misuse, and preventing the onset of addiction, overdose, and other harms associated with misuse.

Youth development/youth prevention and intervention programs should be trauma-informed, culturally relevant, developmentally appropriate, community-driven, and promising / evidence-based (refer to Appendix A and Appendix C). These programs are intentional, prosocial approaches that engage youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their strengths. Programs for youth should increase the individual's protective factors (e.g., positive family support; caring adults; positive peer groups; strong sense of self/self-esteem, and engagement in school and community activities).

Activities that may be funded include but are not limited to: peer mentoring or community-based mentoring; job training/apprenticeships; cannabis substance use education; cannabis substance use treatment; prosocial activities; juvenile record expungement; and youth outreach programs.

It is highly encouraged that applicants consider including a youth component as part of their overall project strategy; however, it is not mandatory.

PPA 2: Public Health

Public health refers to activities for protecting the safety and improving the health of communities through education, policy/infrastructure making, and research for the safety of the community.

Activities that may be funded include but are not limited to: public health training and education; public information and outreach; inspection and enforcement of cannabis businesses; behavioral and mental health treatment; cannabis product safety; testing/safety equipment; pesticide impact efforts; drinking and waste water system updates; air quality efforts; and other environmental-system updates.

PPA 3: Public Safety

Public Safety refers to the welfare and protection of the general public, including but not limited to the prevention and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis.

Activities that may be funded include but are not limited to: public information and outreach; training efforts; law enforcement; code enforcement; retail theft; community

planning or development efforts; cannabis delivery compliance; protective safety equipment; update to technology systems (track & trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

PPA 4: Environmental Impacts

Environmental impact refers to the prevention of human injury and promoting well-being by identifying and evaluating environmental resources and hazardous agents by limiting exposures to hazardous physical, chemical, and biological agents in air, water, soil, food, and other environmental media or settings that may adversely affect human health.

Activities that may be funded include but are not limited to: technology/software; odor abatement; nuisance abatement; forest management; hazardous clean-up; sediment testing; water systems and storage; cultivation code enforcement; aquatic protections; fire protections; and pesticide impacts.

General BSCC Grant Requirements

Grant Agreement

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

The Grant Agreement start date is expected to be May 1, 2023. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances should not begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board Resolution

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix E. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Prop 64 PH&S Grant before a fully executed grant agreement can be completed.

Funding Awards

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic

documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Audit Requirements

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

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

The Department of General Services, the Bureau of State Audits, Department of Finance, 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.

Quarterly Progress Reports

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

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the program requirements, invoicing and modification processes, data collection and reporting requirements, evaluation requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. *If an in-person training is scheduled, Grant recipients may use Prop 64 PH&S Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include potential travel costs in the budget section of the proposal under the "Other" category for this event.

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 Agreement, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city,

district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Non-Governmental Organizations (NGOs)

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

Out-of-State Travel

Out-of-state travel is 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 BSCC will not enter into contracts or provide disbursements or reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

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

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

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

Compliance Monitoring Visits

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample monitoring visit checklist is contained in Appendix G.

Project Funding Information

Grant Period

Successful proposals will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

However, additional time (May 1, 2028 through October 31, 2028) is included in the term of the contract for the sole purposes of:

- 1) Finalizing and submitting a required Local Evaluation Report, and
- 2) Finalizing and submitting a required financial audit.

Funding Amount

A total of \$150,000,000 in state funding is available for local projects through this RFP, contingent on timely deposits to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. The maximum amount for which any eligible single applicant may apply is \$3 million.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all five (5) years of the grant cycle. For example, if an applicant is requesting the maximum award amount of \$3,000,000, the budget detail must clearly illustrate how that \$3,000,000 will be allocated across the entire five (5) years (see Budget Section for instructions).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Funding Distribution and Funding Thresholds

The total available funding of \$150,000,000 will be awarded within four categories and applicants will only compete with other applicants within that category. Recognizing that different sized jurisdictions have different capacities, resources, and needs, these categories were established so a percentage of the overall available funding will be set aside for small, medium, and large counties (and cities within those counties). The categories and amounts available for each are as follows:

1. Small counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds, which equates to \$30,000,000.
2. Medium counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$30,000,000.
3. Large counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$30,000,000.

The categorization of counties as small, medium, or large is based on county population figures published by the California Department of Finance (see Appendix H). Cities will be categorized based on the county they are located.

The remaining 40 percent (40%) of the total Prop 64 PH&S grant funds will be used to fund the overall highest-rated proposals not funded through the small, medium, and large county set-aside categories.

4. The highest rated proposals that did not receive an award under the above categories will compete for the remaining 40 percent (40%), or \$60,000,000, regardless of county size category.

Funds in the small, medium, and large categories will be awarded first. Should there be a proposal that is only partially funded through a county-size category due to not having sufficient funds for a full proposal request, those proposals will be fully funded first using funds within the 40 percent (40%) category.

If there are not sufficient qualified applicants in any set-aside county-size category to exhaust all funds, those funds will be used to augment the 40 percent (40%) highest-rated category.

Minimum Score

Applicants must receive at least **50%** of the total points available to be considered for funding (i.e., qualified applicants). See Rating Factors, page 14.

Match Requirement

The Prop 64 PH&S Grant Program does not require matching and/or leveraged funds.

Supplanting

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

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

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

Project Evaluation Requirements

In addition to quarterly progress reports (QPRs), projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan and (2) a Local Evaluation Report.

Local Evaluation Plan - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix I for a sample of evaluation components.

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

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Prop 64 PH&S Grant Program monies and should be identified within the applicant's proposed budget.

BSCC Executive Steering Committee Process

Prop 64 PH&S Grant Program Executive Steering Committee

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

The Prop 64 PH&S Grant Program ESC included subject matter experts on education, public health and safety, environmental impacts, law enforcement, fire protection, cannabis licensing and cultivation, substance use, mental health, and the criminal and juvenile justice systems. A list of ESC members can be found in Appendix J.

Prop 64 PH&S Grant Program Scoring Panel

The BSCC will be using a Scoring Panel process to complete the reading and rating of proposals, and to develop scoring recommendations for the BSCC Board.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced Prop 64 PH&S Grant Program Scoring Panel from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Grant Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Scoring Panel membership will be posted to the BSCC website no later than January 2023.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation response from the BSCC stating the proposal has been received.

Disqualification – PLEASE READ THOROUGHLY

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

The following will result in a **disqualification**:

- The applicant is not a county or a city in California.
- The applicant does not meet the eligibility criteria for the Prop 64 PH&S Grant funding (see Eligibility for Funding, page 3).
- The funding request for a single application is more than \$3 million.
- A complete proposal package is not received by 5:00 p.m. on Friday, December 2, 2022.
- The complete proposal package was not submitted using the BSCC Prop 64 PH&S Grant Program submission portal as provided within the instructions on page 3.
- The complete proposal package does not contain all required sections and attachments including:
 - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) – completed and signed
 - Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds (Appendix K) – completed and signed
 - Letter of Eligibility
 - Letter(s) of Commitment

Rating Process

Unless disqualified, proposals will advance to the Proposal Rating Process. The Prop 64 PH&S Grant Program, Cohort 3 Scoring Panel members will read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The Scoring Panel members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on April 13, 2023. Applicants and partners are not to contact members of the Scoring Panel nor the BSCC Board to discuss proposals.

Rating Factors

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

Prop 64 PH&S Grant Program Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	25%	50
2	Project Description	0 - 5	50%	100
3	Project Evaluation	0 - 5	15%	30
4	Project Budget	0 - 5	10%	20
Maximum Rating Factor Score:			100%	200

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 0-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall proposal score.

Threshold/Minimum Score

A proposal must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding. Total points equal the weighted score plus preference points.

Scoring Rubric for 0-5 Point Range

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal package for the Prop 64 PH&S Grant Program, Cohort 3. Submittal instructions will be available in Part I, page 3 with the official release of this RFP.

- Proposal Abstract
- Proposal Narrative Sections
 1. Project Need
 2. Project Description
 3. Project Evaluation
- Project Workplan
- Project Budget Table and Budget Narrative
- Additional Request for Proposals Information, if applicable
- Required Request for Proposals Attachments
 1. Letter(s) of Commitment
 2. Letter of Eligibility
 3. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
 4. Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds

Proposal Abstract

Instructions: The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the Proposal.

Proposal Narrative

The Proposal Narrative should address the Project Need, Project Description, and Project Evaluation. Footnotes are not allowable within the Proposal Narrative section. Sources cited must be included within Proposal Narrative or may be referenced within the additional RFP information section.

It is up to the applicant to determine how best to use the character limit in addressing each RFP section.

Do not include any of the following within your narrative:

- Footnotes
- Tables;
- Graphs;
- Charts;
- Graphics; or
- Website links.

Within each narrative section, address the following bulleted items in a cohesive, comprehensive, and concise narrative format.

Rating Criteria for Project Need

Percent of Total Value: 25%

Address the rating factor for Project Need in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Need: The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Project Need are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that is to be evaluated.	
1.1	Describe the need(s) related to the impact of the passage of Proposition 64.
1.2a	Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 - Youth Development/Youth Prevention and Intervention.
1.2b	Demonstrate how the need(s) is related to other PPA(s) selected (if applicable).
1.3	Provide local service gaps that contribute to the need for the proposed Proposition 64 project are identified.

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

1.4	Provide relevant local qualitative and/or quantitative data with citations in support of the Prop 64 PH&S project need(s).
1.5	Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g., community, public, private).

Rating Criteria for Project Description

Percent of Total Value: 50%

Address the rating factor for Project Description in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Description: The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

2.1	Describe the proposed project that will address the need(s) discussed in the Project Needs section. The description should: <ul style="list-style-type: none"> Describe the components of the proposed project that links to each PPA, as applicable. Describe the target area and/or population which will be the focus of the project, including how and why it was selected. If applicable, provide an estimate of how many individuals will be served and the process for determining which services/activities an individual/group will receive.
2.2	Describe the proposed Proposition 64 project goals and objectives and the impact that includes the relationship to the need and intent of the Proposition 64 Grant. <ul style="list-style-type: none"> Provide a completed Work Plan (Appendix L- Sample) that is appropriate for the proposed project and aligns with the need and intent of the Proposition 64 Grant. The plan identifies the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates. The work plan addresses selected PPAs (as applicable) that are related to the need and intent of the grant.
2.3	Provide rationale for the proposed Proposition 64 project 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.

Project Description: The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
2.4	Describe the extent to which the proposed project will utilize existing resources or projects.
2.5	Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project [include partners' Letter(s) of Commitment, if applicable]. If partners are to be selected after the grant is awarded, then specify the process and criteria for selecting those partners.
2.6	Provide a Project Work Plan (Appendix L- Sample) that: <ul style="list-style-type: none"> • Identifies the project's goals and measurable objectives (see Appendix A for definitions) that addresses identified PPAs (as applicable) that are related to the need and intent of the grant. • Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates. • Is appropriate to the proposed project.

Rating Criteria for Project Evaluation

Percent of Total Value: 15%

Address the rating factor for Project Evaluation in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Evaluation: The applicant described how it will evaluate the effectiveness of the proposed project. The elements that are to comprise the Project Evaluation are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
3.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities will be incorporated in the various phases of the project (e.g., start-up, implementation, service delivery period).
3.2	Identify process and outcome measures that are quantifiable and in line with the intent of the proposal and the objectives listed in the Work Plan.
3.3	Describe the preliminary plan for monitoring the project to ensure that the project components are implemented as intended.
3.4	Describe the preliminary plan for how to collect and evaluate baseline and outcome data related to the process and outcome measures identified in 3.2. Describe a plan for entering into data sharing agreements, if necessary.
3.5	Describe the research design or methodology that will allow for an assessment of whether the strategy implemented achieved the intended outcomes.

Proposal Budget

Rating Criteria for Project Budget

Percent of Total Value: 10%

Address the rating factor for Project Budget in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Budget: The applicant provided budget information for the proposed project. The elements that are to comprise the Project Budget are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.

4.1	Provide a complete Budget Table as appropriate for the proposed project.
4.2	Provide budget narrative that <ul style="list-style-type: none">explains and supports each identified expense.justifies expenses as appropriate for the project's goals and planned activities within the selected PPA(s), as applicable.

The Budget sections must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Section. All project costs must be directly related to the objectives and activities of the project demonstrating how the funds will be used to address the local need(s) due to the impact of legalizing cannabis in California. The Budget Table must cover the entire five (5) year grant period.

For additional guidance related to grant budgets, refer to the *July 2020 BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page: http://www.bscc.ca.gov/s_correctionsplanningandprograms/

Additional RFP Information

Applicants may include an additional informational section to the Proposal Package that may **only** include endnotes, tables, charts, graphs and/or graphics, must be cited/referenced within the Proposal Narrative, must directly support the Proposal Narrative, and be legible.

RFP Mandatory Documents

Letter(s) of Commitment

Applicants must include at least one (1) Letter of Commitment as part of the application package. A Letter(s) of Commitment should express, not only support for the proposed project, but also the author's specific commitment toward ensuring the overall success of the project. There is no required format for the Letter(s) of Commitment; however, each letter must:

- ✓ be on the collaborating partner organization's letterhead
- ✓ detail the roles and responsibilities of the partnering agency within the Prop 64 PH&S Grant Program, Cohort 3.

Letter of Eligibility

Applicants must provide a Letter of Eligibility detailing how the county or city meets the eligibility criteria (page 3), There is no required format for the Letter of Eligibility; however, a sample is provided (see Appendix B) and the letter must:

- ✓ Be on the county or city letterhead
- ✓ Include the titles of the regulations, ordinances, or amendments to local government charters
- ✓ Include the dates the regulations, ordinances, or amendments to local government charters became enacted/effective

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

Please see Appendix F

Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds

Please see Appendix K.

APPENDICES

APPENDIX A

Glossary of Terms – Prop 64 PH&S Grant, Cohort 3

DEFINITIONS FOR THE PURPOSES OF THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT, COHORT 3

Ban

Ban is to prohibit, forbid, or bar by a local government.

For the purposes of this RFP, if *both* cultivation activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Cultivation

- ✓ All indoor commercial cultivation (including mixed light cultivation)
- ✓ All outdoor commercial cultivation

NOTE: Cultivation of cannabis is not considered banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cannabis cultivation, and all outdoor commercial cannabis cultivation, within the local government's jurisdiction/authority.

For the purposes of this RFP, if *either* of the retail sale activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Retail Sale

- ✓ Prohibiting establishment of business licensed under Division 10 of the Business and Professions Code
- ✓ Prohibiting operation of businesses licensed under Division 10 of the Business and Professions Code

NOTE: Retail sale of cannabis is not considered banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government's jurisdiction/authority.

Community-based Organization

A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In the context of the Prop 64 PH&S Grant Program, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services individuals that are at risk of involvement or already involved with the justice system. In this RFP, CBOs and nonprofit organizations are referred to as NGOs or Non-Governmental Organizations.

Community-Driven

Community-driven practices are programs and strategies that are derived from the traditional practices of a particular racial, ethnic, or cultural community and have been determined effective by the community.

Cultural Relevance

Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives Prop 64 PH&S Grant funds should utilize programs, practices, and approaches that embed cultural relevancy.

Developmentally Appropriate

A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

Evidence-based / Promising Practices

Evidence-based practices are programs and strategies that have been found effective at improving positive or preventing negative health outcomes, using rigorous scientific research methods. Programs and strategies may be evidence-based across all populations, or only for particular cultures and identities.

Promising practices are programs and strategies that have shown some positive results and potential for improving desired health outcomes. They may have evidence from use in real-world settings, a strong theoretical framework, and/or expert opinion, but have not been fully replicated in scientific studies. Depending on the level of scientific evidence, these are sometimes referred to as "evidence-informed," "research-supported," or "emerging" practices.

Applicants may find it helpful to review the information on evidence-based practices in Appendix C of this RFP as well as in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at:

<https://www.samhsa.gov/ebp-resource-center>.

Financial Audit

A financial audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

Mixed Light Cultivation

Mixed light cultivation occurs within a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure and uses a combination of natural and supplemental artificial lighting.

Service Need Determination

In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-

informed, culturally relevant and developmentally appropriate. Approaches could include, but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and how youth will be matched with specific services that provide those benefits.

Trauma

Trauma is an experience that causes intense physical and psychological stress reactions. It can refer to a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, cognitive, or spiritual well-being.

Trauma-Informed

A Trauma-Informed approach is one in which all parties involved recognize and respond appropriately to the impact of traumatic stress designed to the youth's individual needs and ensure the physical and psychological safety of all youth, family members, and staff. Trauma-informed care is an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.

Youth

Youth is defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

EVALUATIVE TERMS

Local Evaluation Plan and Local Evaluation Report¹

The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program achieved its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

¹Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

Goal versus Objective

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program².

Examples of goal statements³:

- To reduce the number of youths who commit serious offenses.
- To reduce the number of youths who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.
- To make improvements in academic behavior and/or achievement.
- To reduce rates of youth substance use in the target area.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:⁴

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

Examples of program objectives:⁵

- By the end of the program, drug-addicted youth 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 their accountability and the community's safety.
- To ensure the youth in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.
- To improve the self-discipline and study habits of youth enrolled.

² 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/pubs/juv-justice/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>.

³ *Id.* at p. 4.

⁴ 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/pubs/juv-justice/program-evaluation.pdf>.

⁵ *Id.*

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.⁶ 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., 1990⁷; Cullen and Gendreau, 2000⁸; Lipsey 1999⁹), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
 - Risk Principle
 - Needs 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

TERMS DEFINED BY THE PROPOSITION 64 INITIATIVE

Cannabis means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

Cannabis accessories means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. (Health & Saf. Code, § 11018.2.)

⁶ 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.

⁷ 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.

⁸ 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.

⁹ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

Cannabis products means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. (Health & Saf. Code, § 11018.1.)

Commercial marijuana activity includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products as provided for in this division.

Cultivation means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

Delivery means the commercial transfer of marijuana or marijuana products to a customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

Distribution means the procurement, sale, and transport of marijuana and marijuana products between entities licensed pursuant to this division.

License means a state license issued under Section 26001 of the Business and Professions Code.

Licensee means any person or entity holding a license under Section 26001 of the Business and Professions Code.

Licensing authority means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the licensee.

Local government (jurisdiction) means a city, county, or city and county.

Manufacture means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

Manufacturer means a person that conducts the production, preparation, propagation, or compounding of marijuana or marijuana products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages marijuana or marijuana products or labels or re-labels its container, that holds a state license pursuant to this division.

Marijuana has the same meaning as Cannabis (see above).

Nursery means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of marijuana.

Operation means any act for which licensure is required under the provisions of this division, or any commercial transfer of marijuana or marijuana products.

Package means any container or receptacle used for holding marijuana or marijuana products.

Purchaser means the customer who is engaged in a transaction with a licensee for purposes of obtaining marijuana or marijuana products.

Sell, sale, and to sell includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.

APPENDIX B

SAMPLE: Letter of Eligibility

Before grants can be awarded funds and receive an executed contract under the Proposition 64 Public Health and Safety Grant Program, Cohort 3, the applying local jurisdiction (and all jurisdictions within a collaborative proposal) must assure they do not ban the following activities. Below is sample assurance language that, at a minimum, must be included in the Letter of Eligibility submitted to the Board of State and Community Corrections.

As an applicant, our jurisdiction(s) does not ban (i.e., prohibit, forbid, or bar):

- ☐ All indoor commercial cannabis cultivation (including mixed light cultivation)
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- ☐ All outdoor commercial cannabis cultivation
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- ☐ Establishment of business(es) licensed under Division 10 of the Business and Professions Code
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- ☐ Operation of businesses licensed under Division 10 of the Business and Professions Code
Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.

Documentation detailed above will be provided to the BSCC upon request.

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

APPENDIX C

Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions

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

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

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

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

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

Justice Research and Statistic Association

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

National Child Traumatic Stress Network

<https://www.NCTSN.Org>

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.” A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

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

National Institute of Corrections

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

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
<http://www.ojjdp.gov/mpg/>

Promising Practices Network
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration
<https://www.samhsa.gov/ebp-resource-center>

The National Documentation Centre on Drug Use
<http://www.drugsandalcohol.ie/3820/>

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

APPENDIX D
SAMPLE: Grant Agreement

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC XXX-23

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

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028

3. The maximum amount of this Agreement is:

\$3,000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals, Cohort 3	*xx
Attachment 2	Prop 64 PH&S Grant Proposal	xx
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: xxxxxxxxx

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

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – PROPOSITION 64 PUBLIC HEALTH AND SAFETY 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 Fiscal Years 2020-21 and 2021-22 State Budgets includes funding in the amount of \$150,000,000 million for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3, to be administered by the Board of State and Community Corrections (BSCC).

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

- B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:

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/she/they have full legal authority to bind the entity for which they sign.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal.

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due no later than:

August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
June 15, 2028

Note: Project activity period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Final Local Evaluation Report and the financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

August 1, 2023
October 31, 2028

C. Other

Financial Audit

Due no later than:

October 31, 2028

EXHIBIT A: SCOPE OF WORK

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- 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 Prop 64 PH&S Scoring Panel (See Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 3 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S 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 PAYMENTS

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

Quarterly Invoicing Periods:	Due no later than:
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 31, 2025	May 15, 2025
9. April 1, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Final Invoicing Periods*:	Due no later than:
1. May 1, 2028 to June 30, 2028	August 15, 2028
2. July 1, 2028 to October 31, 2028	December 15, 2028

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2028, and included on the invoice due June 15, 2028. Project expenditures incurred after April 30, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3). 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 made available to the BSCC pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals, Cohort 3, 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. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- 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: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services	\$
4. Non-Governmental Organizations (NGO) Contracts	\$
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$
6. Equipment / Fixed Assets	\$
7. Data Collection / Enhancement	\$
8. Program Evaluation	\$
9. Sustainability Planning	\$
10. Other (include travel & training costs)	\$
11. Financial Audit	\$
TOTAL	\$

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

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

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

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.
- 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

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

Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

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

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

performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

SAMPLE

EXHIBIT D
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 are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal/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: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposal and Attachment 2: Grant Proposal/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 Prop 64 PH&S Grant Program, Cohort 3 RFP and described in Contract 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:

EXHIBIT D

SAMPLE - SPECIAL TERMS AND CONDITIONS

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. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. 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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

7. 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:
- 2) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 3) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications;
 - 4) failure to provide the required local match share of the total project costs; and
 - 5) 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.

8. 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.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

9. UNION ACTIVITIES

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

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

10. WAIVER

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

APPENDIX E
SAMPLE: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the ***(insert name of Local Government)*** desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

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

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

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

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

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

APPENDIX F

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

APPENDIX G
SAMPLE: BSCC Comprehensive Monitoring Visit Tool

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

Grantee:

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

Grant Program:

Federal Funds: ☐ **State Funds:** ☐

Contract Number:

Grant Amount:

Project Title:

Project Director:

Financial Officer:

Project Director Phone:

Financial Officer Phone:

Project Director E-Mail:

Financial Officer E-mail:

Field Representative:

Date of Visit:

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

Project Sites Visited (Name, Address):

Project Summary:

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

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

2. BSCC Grant Administration Guide

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

3. Organizational Chart

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

4. Duty Statements

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

5. Timesheets

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

Yes ☐ No ☐

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions.

Note: Estimates and/or percentages are not acceptable. Yes ☐ No ☐ N/A ☐

6. Staff Positions

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

Yes ☐ No ☐

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

7. Anticipated Changes

Are there any anticipated changes to staff or the project? Yes ☐ No ☐

If yes, explain in the Administrative Review Comments section.

8. Subcontracts

8a. Does this grant provide for subcontracted services? Yes ☐ No ☐

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

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

Yes ☐ No ☐ N/A ☐

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

8d. Subcontracts appear to be following 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, participant 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 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 participants served by the grant?

Yes ☐ No ☐ N/A ☐

6b. If not, how are services and/or participants 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 participants 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:

APPENDIX H
County Population Index
Source: California Department of Finance, Population Estimates, January 1, 2022

Large Counties (750,000 and above)

Los Angeles	9,861,224
San Diego	3,287,306
Orange	3,162,245
Riverside	2,435,525
San Bernardino	2,187,665
Santa Clara	1,894,783
Alameda	1,651,979
Sacramento	1,576,618
Contra Costa	1,156,555
Fresno	1,011,273
Kern	909,813
San Francisco	842,754
Ventura	833,652
San Mateo	744,662
San Joaquin	784,298

Medium Counties (200,001-749,999)

Stanislaus	549,466
Sonoma	482,404
Tulare	475,014
Solano	447,241
Santa Barbara	445,164
Monterey	433,716
Placer	409,025
Merced	284,338
San Luis Obispo	280,721
Santa Cruz	266,564
Marin	257,135
Yolo	221,165
Butte	201,608

Small Counties (Under 200,000)

El Dorado	190,465	Calaveras	45,049
Shasta	180,531	Siskiyou	43,830
Imperial	179,329	Amador	40,297
Madera	157,396	Lassen	30,274
Kings	152,023	Glenn	28,750
Napa	136,179	Colusa	21,807
Humboldt	135,168	Del Norte	27,218
Nevada	101,242	Inyo	18,978
Sutter	99,145	Plumas	18,942
Mendocino	89,999	Mariposa	17,045
Yuba	82,275	Trinity	16,023
Lake	67,407	Mono	13,379
San Benito	65,479	Modoc	8,690
Tehama	65,052	Sierra	3,229
Tuolumne	55,291	Alpine	1,200

APPENDIX I

SAMPLE: Local Evaluation Plan Components

The Prop 64 PH&S Grant Program, Cohort 3 Local Evaluation Plan (LEP) should, at a minimum, address the following:

Project Description as it pertains to the Project Purpose Area(s), as applicable.

Additional LEP requirements may be added once grantees have been awarded and all Prop 64 PH&S Grant Program, Cohort 3 project components have been determined.

Project Evaluation Design-

- Define project goals
- Define project objectives
- Define variables and measures that will be used to demonstrate whether each goal, and their corresponding objectives, were achieved
- Indicate who will be conducting the outcome evaluation (i.e., external contractor/agency, internal team/individual, etc.)
- Identify all data sources
- Define criteria for determining-
 - Participant success/failure in the project, if applicable
 - Activity success/failure in the project (PPAs 1, 2, 3, and/or 4, as applicable)
- Describe the research design that will be used to complete the evaluation
 - Identify and define all outcome measures
 - How will the results be used to determine whether your project was effective?
 - Include any comparisons made

Project Oversight-

- Describe the project-oversight structure and overall decision-making process for the project
 - Describe the research design for the process evaluation
 - Identify and define all process evaluation measures
 - Describe how the process measure data will be used to monitor the effectiveness of the project

APPENDIX J
Prop 64 PH&S Grant Executive Steering Committee

	Name	Title	Organization /Agency
1	Linda Penner Chair	BSCC Board Member	Board of State and Community Corrections
2	Steve Carney	Chief Deputy, Cannabis Licensing Office	Santa Cruz County Sheriff's Office
3	Manuel Escandon	Director, Student Intervention & Prevention Department	Office of the Fresno County Superintendent of Schools
4	Hollie Hall	Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
5	Tanja Heitman	Chief Probation Officer	Santa Barbara County
6	Amy Irani	Director	Environmental Health Nevada County
7	Vicki Jones	Environmental Health Division Director	Merced County Public Health
8	Jon Lopey	Sheriff	Siskiyou County
9	Renee Menart	Communication & Policy Analyst	Center on Juvenile and Criminal Justice
10	Dave Neilsen	Retired, Deputy Director	CA Department Alcohol & Drug Programs
11	Royal Ramey	Co-Founder	The Forestry and Fire Recruitment Program
12	Sarah Ruby	Deputy Public Defender	Santa Clara County
13	Michael Salvador	Police Chief	City of Atwater
14	Sharyn Turner	Registered Nurse	Nevada County Superintendent of Schools
15	Scott Whitney	Police Chief	City of Oxnard

APPENDIX K
Criteria for Non-Governmental Organizations Receiving
Proposition 64 Public Health and Safety Grant Funds

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. 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 with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

Grantee:

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

Grantees are required to update this list and submit it to the 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 Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

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

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

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

APPENDIX L

SAMPLE: Prop 64 PH&S Grant Program Work Plan

Applicants must complete Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Applicants must use the Grant Work Plan provided within the online Proposal Submittal Application.

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