



# Law Enforcement Assisted Diversion Grant

Request for Proposals

**Grant Period:** April 21, 2017 to June 30, 2019

## Eligible Applicants:

- Cities
- Counties

Released: November 18, 2016

**Proposal Due Date: February 1, 2017**



BOARD OF STATE & COMMUNITY CORRECTIONS  
2590 VENTURE OAKS WAY, SUITE 200  
SACRAMENTO CA 95833  
[WWW.BSCC.CA.GOV](http://WWW.BSCC.CA.GOV)



## Table of Contents

### PROGRAM INFORMATION

|   |    |
|---|----|
| BSCC Contact and Application Submittal Information..... | 3  |
| Bidders' Conference Information.....                    | 3  |
| Background Information.....                             | 4  |
| LEAD Grant Executive Steering Committee.....            | 4  |
| Introduction and Program Description.....               | 5  |
| Project Design.....                                     | 8  |
| General Grant Requirements.....                         | 15 |
| Overview of the RFP Process.....                        | 17 |
| Stage I: Technical Compliance Review.....               | 17 |
| Stage II: Proposal Rating Process.....                  | 17 |
| Summary of Key Dates.....                               | 18 |

### APPLICATION

|  |    |
|--|----|
| Application Instructions.....  | 19 |
| Completed Proposal Checklist.....                                      | 20 |
| Instructions for Completing Section I: Applicant Information Form..... | 21 |
| SECTION I: Applicant Information Form.....                             | 22 |
| SECTION I (a): Project Abstract.....                                   | 23 |
| Instruction for Completing Narrative Sections II – VII (a).....        | 24 |
| SECTION II: Statement Of Need.....                                     | 29 |
| SECTION III: Project Description.....                                  | 29 |
| SECTION IV: Partnership and Collaboration.....                         | 29 |
| SECTION V: Services.....   | 29 |
| SECTION VI: Data Collection.....                                       | 29 |
| SECTION VII (a): Budget Narrative.....                                 | 29 |
| SECTION VII (b): Budget Tables And Detail.....                         | 30 |
| SECTION VIII: LEAD Grant Project Work Plan.....                        | 33 |
| SECTION IX: LEAD Key Stakeholder Committee Roster.....                 | 34 |
| SECTION X: List of Partner Agencies and Services.....                  | 35 |

**ATTACHMENTS**

Attachment A: Senate Bill 843 ..... 37

Attachment B: LEAD National Support Bureau Resources ..... 41

Attachment C: Sample State of California: Contract and General Terms and Conditions ..... 42

Attachment D: LEAD Flow Chart ..... 54

Attachment E: Assembly Bill 1733 ..... 55

Attachment F: Definition of Key Terms for the Project Work Plan ..... 59

Attachment G: Resources: EBP Programs, Practices and Strategies ..... 60

Attachment H: Sample Board Resolution ..... 61

Attachment I: Example BSCC Monitoring/Site Visit Report ..... 62

Attachment J: Technical Compliance Review ..... 66

**CONFIDENTIALITY NOTICE:** All documents submitted as a part of the LEAD Grant proposal are considered to be public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal.

## BSCC Contact and Application Submittal Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the Law Enforcement Assisted Diversion Grant (LEAD<sup>®1</sup> Grant).

The BSCC staff cannot assist the applicant 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: [LEAD@bscc.ca.gov](mailto:LEAD@bscc.ca.gov).

Applicants must submit one signed original application, according to the instructions below. Additionally, an electronic scanned copy must be submitted via email. Both the signed original and emailed copy must be received (not just postmarked) by the BSCC's Corrections Planning and Grant Programs Division by **12:00 p.m. on Wednesday, February 1, 2017**.

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

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
**Attn: LEAD Grant, Alfonso Jimenez**

- 2) Email the scanned copy of the signed proposal to: [LEAD@bscc.ca.gov](mailto:LEAD@bscc.ca.gov).

***Note: Both the original hard copy and the electronic version must be received by the date and time listed above. Proposals received after 12:00 p.m. on February 1, 2017 will be deemed ineligible.***

## Bidders' Conference Information

The BSCC plans to hold one Bidders' Conference in advance of the proposal due date. The purpose of the conference is to provide clarity on the RFP and respond to questions.

The Bidders' Conference is tentatively scheduled for Tuesday, December 13, 2016 at 9:30 a.m. at the BSCC.

Individuals with questions about the RFP who are unable to attend a Bidders' Conference should submit questions in writing to [LEAD@bscc.ca.gov](mailto:LEAD@bscc.ca.gov).

The BSCC will accept and respond to questions about this RFP from November 21, 2016 to January 30, 2017. Questions and answers will be posted on the BSCC website.

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<sup>1</sup> LEAD is a registered trademark of the Seattle/King County LEAD Policy Coordinating Group.

## Background Information

Senate Bill 843, chaptered on June 27, 2016, established the LEAD Pilot Program to be administered by the BSCC to “improve public safety and reduce recidivism by increasing the availability and use of social service resources while reducing costs to law enforcement agencies and courts stemming from repeated incarceration” (Attachment A). Modeled after the LEAD Project in Seattle, Washington, up to three (3) jurisdictions will be selected for a two-year pilot program designed to divert individuals with a history of criminal involvement related to low-level drug charges, individuals arrested for low-level drug offences and those arrested for prostitution to social service providers in lieu of prosecution. (Attachment B) Services provided may include, but are not limited to, case management, housing, medical care, treatment for mental health or alcohol or substance use disorders, nutritional counseling and treatment, employment training and education, civil legal services, and system navigation. It is expected that the grant award cycle will begin April 21, 2017 and end June 30, 2019. A report of the evaluation findings is required to be submitted to the Governor and the Legislature by January 1, 2020.

SB 843 appropriated \$15 million from California’s General Fund for the project and authorized the BSCC to spend up to \$550,000 of that amount for contracts with an outside evaluator to determine the program’s effectiveness and to contract with experts in the implementation of the LEAD program for the purpose of providing technical assistance to participating jurisdictions. The independent evaluator selected for the LEAD Program is the California State University, Long Beach (CSULB) and technical assistance will be provided by the LEAD National Support Bureau in Seattle, Washington.

Pursuant to SB 843, the LEAD program shall be consistent with the following principles, implemented to address and reflect the priorities of the community in which the program exists:

- A. Provide intensive case management services and individually tailored intervention plans that acts as a blueprint for assisting LEAD participants.
- B. Prioritize temporary and permanent housing that includes individualized supportive services, without preconditions of drug or alcohol treatment or abstinence from drugs or alcohol.
- C. Employ human and social service resources in coordination with law enforcement in a manner that improves individual outcomes, community safety and promotes community wellness.
- D. Participation in LEAD services shall be voluntary throughout the duration of the program and shall not require abstinence from drug or alcohol use as a condition of continued participation.

## LEAD Grant Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) to inform decision-making related to the BSCC’s Board programs. BSCC’s ESCs typically are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs, in breadth of experience, geography and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks, including the development of RFPs for grant funds. ESCs make grant award recommendations to the BSCC Board. The BSCC 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 LEAD Grant ESC includes a cross-section of subject matter experts on mental health and substance use disorder treatment, diversion programs, reentry, housing and other areas, including individuals who are directly impacted by the criminal justice system. Information about the ESC, including a list of members, can be found on the BSCC website at: <http://www.bscc.ca.gov/downloads/LEAD%20ESC%20Roster.pdf>

## Conflicts of Interest

Existing law prohibits any governmental and non-governmental grantee, partner or like party who participated on the above referenced LEAD Grant Executive Steering Committee (ESC) from receiving funds from the LEAD grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the LEAD Grant ESC member roster (Attachment C, Appendix A) and ensuring that no grant dollars are passed through to any governmental or non-governmental entity represented by the members of the LEAD Grant ESC.

## Introduction and Program Description

California is part of a national effort by states and local governments working together to find effective ways to help reduce the common experience in which individuals repeatedly cycle through the criminal justice process via arrest, booking, detention, prosecution and incarceration. The LEAD Grant offers an innovative alternative that can divert individuals to immediate services in lieu of this traditional criminal justice pathway. By diverting individuals with low-level drug and prostitution offenses into intensive community-based social services built on harm reduction principles, the LEAD Grant intends to reduce neighborhood crime and individual-level harm for those diverted in their local jurisdictions. Early evaluation results from the Seattle LEAD model show improvements in the health and life conditions of participants, fewer arrests and prosecution, reduced criminal justice system related costs, decreased recidivism, and increased public safety<sup>2</sup>.

The collaborative model of LEAD is intended to promote a transformation of institutional relationships that allows law enforcement, social services, public defenders and prosecutors to create new and more effective approaches to working together on low-level drug enforcement and prostitution.

As a community-based diversion program that uses human resources to increase public safety and order, the LEAD program requires commitment, buy-in and ongoing involvement from key stakeholders who are willing to engage with each other and with the community in the design, implementation and maintenance of the project. This partnership involves a voluntary agreement among independent decision-makers (including public partners) to collaborate and share in the investments and outcomes of the project.

The LEAD program relies upon the understanding that participation is voluntary and that individuals entering the program may be at different states of readiness and may progress at their own pace without fear of being terminated from the program or prosecuted. They will not be denied services if they continue substance use or involvement in criminal activity. As a

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<sup>2</sup> Seattle LEAD Evaluations reports dated: March 2, 2014, March 27, 2014, June 24, 2015, and March 31, 2016.

result, housing services do not require participant's abstinence from substance use to determine housing eligibility or as a condition of remaining housed.

Because LEAD is built on a foundation that highlights the individual's needs, goals, and readiness, the program must provide intensive case management, including the development of individualized service plans to address participant and community needs. A well designed process for effectively coordinating with law enforcement on service delivery is a critical element of a successful LEAD program.

LEAD model addresses behavioral health disorders by changing the responses, roles, and responsibilities of law enforcement, social service, and public health agencies, while also developing new responses to the concerns of communities disproportionately affected by these challenges. Therefore, successful LEAD programs involve systems-change efforts in which local decision-makers (elected officials, law enforcement agencies, public health and social service agencies, and community members and organizations) develop both a common vision and a coordinated effort to transform the local approaches to these issues.

In addition to the guiding principles established through SB 843, the ESC identified the following foundational approaches are also to be included in the LEAD project design:

- A. The LEAD Grant is to be guided by harm reduction principles.
- B. The LEAD Grant is systems change-oriented – a new role for law enforcement reflecting an integrated approach with collaborative partners and service providers.
- C. The LEAD Grant reflects a shift from the punitive approach for community safety to a psycho-social, public health approach.
- D. The LEAD Grant is to be founded upon the Seattle LEAD model.

### **Eligibility**

Eligible applicants are cities or counties. Up to three (3) proposals statewide will be selected through a competitive-bid process by the ESC and forwarded to the BSCC Board for approval at the April 20, 2017 Board meeting. Although cities and counties may select an agency to serve as a project manager in the implementation of the project, the applicant agency will retain the responsibility for the overall project administration including fiduciary oversight. Eligible applicants are limited to:

- Cities - Applications should be submitted by the City Council or the Administrative Office of the City (e.g., City Manager). In cases in which the City is the applicant, only one (1) proposal per city may be submitted. However, there may be circumstances in which more than one (1) City within a County chooses to submit an application.
- Counties - Applications should be submitted by the Board of Supervisors or the Chief County Administrative Officer. In cases where a County agency is the applicant, only one (1) proposal per County may be submitted.

An applicant may apply for more than one catchment<sup>3</sup> area within a proposal, but must demonstrate their capacity to fund, implement and evaluate the program in all included catchment areas.

Cities and counties applying from the same jurisdiction must work together to ensure their applications do not cover the same catchment area(s). Applicants from the same jurisdiction

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<sup>3</sup> Note: for purposes of this RFP, a catchment area is the area from which the city or county applicant attracts a population that uses its services and over which they have authority.

should communicate with one another at the outset of the application process to avoid potential duplication.

Each applicant will need to identify a point person to hold overall responsibility for ongoing program administration and fiscal oversight.

### **Independent Evaluation**

Like the Seattle model, the California LEAD program will also involve a control study. Applicants must demonstrate their ability to work closely with outside evaluators and demonstrate the capacity to include a control group study design. The BSCC has contracted with the CSULB to evaluate the grant program and prepare the report that will go to the Legislature and Governor by January 1, 2020. Grantees selected will be required to provide all data needed, meet established timelines and cooperate fully with the CSULB evaluators.

### **Technical Assistance**

Grantees selected through this competitive-bid process will be provided technical assistance and training from the LEAD National Support Bureau throughout the project period. The “Bureau” is led and staffed by members of a team of public health and justice system experts who designed the original Seattle LEAD program along with others who have now launched LEAD in other jurisdictions. The “Bureau” also draws on the expertise of prosecutors, police, case managers and community public safety leaders who have implemented LEAD and are willing to share lessons learned with their peers around the country.

### **Grant Period**

It is anticipated that successful proposals will be funded for a project period that will commence April 21, 2017 and end on June 30, 2019.

### **Funding Amount**

SB 843 appropriates \$15,000,000 from the General Fund for the LEAD Grant and authorizes the BSCC to spend up to \$550,000 of that amount for a contract to evaluate the effectiveness of the LEAD program and a contract with experts in the implementation of LEAD in other jurisdictions. Approximately \$14,450,000 is available to fund up to three (3) jurisdictions.

Applicants are encouraged to request only the amount of funds needed to support proposals.

- Each applicant may request up to a maximum of \$5,900,000.

### **Match**

A minimum cash match amount of 10 percent of the grant funds requested is mandatory.

### **Leveraging Funds**

Applicants are strongly encouraged to leverage other federal, state or local funds to augment the program such as the following:

- Medi-Cal Treatment programs (including but not limited to the Drug Medi-Cal Organized Delivery System and Health Homes Program)
- Housing and Urban Development funds
- Public Safety Realignment, including funding from the Behavioral Health Subaccount for specialty mental health services and/or Drug Medi-Cal
- 1991 Realignment for specialty mental health services
- Substance Abuse Prevention Treatment Block Grant (SABG), if applicable
- Medi-Cal Federal Financial Participation funds, as appropriate
- Mental Health Services Act, as appropriate
- Other funds, including law enforcement funds



### **Project Flowchart**

A flowchart of the LEAD project can be found in Attachment D.

### **Key Stakeholder Partners – Coordination, Collaboration and Resources**

Coordination and collaboration among key stakeholder partners and resources has been identified as a critical component of the LEAD Grant. Inherent in the development of this RFP is an acknowledgement that the success of this project depends on equitable support, communication and collaboration among all key stakeholders, giving all partners shared voice and ownership of the project. No single partner in the group has the power to define the program alone or limit to the partnership.

Applicants are required to formalize this key stakeholder agreement by establishing a Key Stakeholder Policy Committee to oversee the implementation of the LEAD project.

This Committee must include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below. Through signed MOUs, these participants must commit to participating in the implementation of the LEAD program:

- Law enforcement agencies;
- Prosecutorial agencies;
- Public defenders and defense counsel;
- Public health and social services agencies (to include mental health and substance use disorder (SUD) services for both public and non-profit providers); and
- Case management service providers with capacity for intensive, individualized case-management for people with behavioral health challenges and justice-system involvement.

More extensive than the traditional Memorandum of Understanding (MOU), the MOU between partnering agencies for the LEAD Grant must include a description of how the partners collectively identified the need for the project as well as an individualized Statement of Intent from each partner that outlines their level of participation in the project, responsibilities to the project (policy and/or operational), resources they will contribute, and their agreement to work with the independent evaluator, including in collecting and sharing data.

Additionally, applicants are strongly recommended to identify and include, as appropriate, other entities integral to the successful implementation of a LEAD program in their jurisdiction, such as:

- Impacted individuals;
- Previously incarcerated people and their families;
- Harm reduction organizations;
- Advocacy groups; and
- Other community representation as determined integral to the project.

### **Community Engagement**

Community engagement is a fundamental aspect of the LEAD program. Law enforcement and other governmental agencies cannot fully address problems without help from their communities. Likewise, communities can better understand the complex responsibilities of police agencies, the challenges associated with the criminal justice system and the limitations of public health care services by engaging with these partners. Community partners could

include community-based organizations, faith-based organizations, non-profits, service providers, advocacy groups or justice-involved individuals and their families. Each LEAD program will be responsible for determining the community partners to be included in their project, but applicants should be able to explain why they selected certain partners in relation to the composition and culture of the community and the needs that will be addressed.

**Eligible Participants - Referral Process**

The eligible participants for the LEAD program are adults at risk for low-level controlled substance-related offenses and prostitution all of whom have been repeatedly involved with law enforcement.

Eligible participants pursuant to SB 843 are defined as follows:

- Prebooking Referrals- A person for whom the law enforcement officer has probable cause for arrest for any of the charges listed in Table I (below) and who expresses an interest in voluntarily participating in the program.
- Social Contact Referrals- An individual that the law enforcement officer believes is at high risk of arrest in the future for any of the charges specified in Table I (below). Additionally, the individual must meet the criteria specified in Table II (below) and express interest in voluntarily participating in the program. The program must have the capacity to serve the individual only after responding to prebooking diversion referrals.

| <b>TABLE I</b><br>Offenses Eligible for Referral To LEAD Program<br>For Prebooking Diversion And Social Contact Referrals  |
|--|
| 1. Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption. |
| 2. Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.                |
| 3. Possession of a controlled substance or other prohibited substance.   |
| 4. Being under the influence of a controlled substance or other prohibited substance.  |
| 5. Being under the influence of alcohol and a controlled substance or other prohibited substance.  |
| 6. Prostitution pursuant to subdivision (b) of Section 647 <sup>4</sup> of the California Penal Code.  |

<sup>4</sup> California Penal Code Section 647- Except as provided in subdivision (l), every person who commits any of the following acts is guilty of disorderly conduct, a misdemeanor:

(a) Who solicits anyone to engage in or who engages in lewd or dissolute conduct in any public place or in any place open to the public or exposed to public view.

(b) Who solicits or who agrees to engage in or who engages in any act of prostitution. A person agrees to engage in an act of prostitution when, with specific intent to so engage, he or she manifests an acceptance of an offer or solicitation to so engage, regardless of whether the offer or solicitation was made by a person who also possessed the specific intent to engage in prostitution. No agreement to engage in an act of prostitution shall constitute a violation of this subdivision unless some act, in addition to the agreement, is done within this state in furtherance of the commission of an act of prostitution by the person agreeing to engage in that act. As used in this subdivision, "prostitution" includes any lewd act between persons for money or other consideration.

**TABLE II**  
**Eligibility Criteria To Be Met**  
**For Social Contact Referral To The LEAD Project**

|  |
|--|
| <p>1. Verification by law enforcement that the individual has had prior involvement with low-level drug activity or prostitution. Verification shall consist of any of the following:</p> <ul style="list-style-type: none"> <li>• Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in low-level drug or prostitution activity.</li> <li>• Law enforcement has directly observed the individual’s low-level drug or prostitution activity on prior occasions.</li> <li>• Law enforcement has a reliable basis of information to believe that the individual is engaged in low-level drug or prostitution activity, including, but not limited to, information provided by another first responder, a professional, or a credible community member.</li> </ul> |
| <p>2. The individual’s prior involvement with low-level drug or prostitution activity occurred within the LEAD pilot program area.</p>   |
| <p>3. The individual’s prior involvement with low-level drug or prostitution activity occurred within 24 months of the date of referral.</p>   |
| <p>4. The individual does not have a pending case in drug court or mental health court.</p>  |
| <p>5. The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or anti-harassment order, from making contact with a current LEAD participant.</p>  |

**Service Area and Catchment Area**

As indicated in the eligibility section, each proposal must specify a service area that identifies within it, one (1) or more catchment areas that have a significant need and that is defined by specific geographical indicators (e.g., square blocks, square miles, or geographic boundaries of a neighborhood, city or county).

The LEAD program model has been most successful when it has had a clear, well-defined service area and associated catchment area(s). Ideally, the catchment area(s) should be limited enough to lend itself to an evaluation process with one (1) law enforcement or policing authority assigned, yet large enough to include a comparable area(s) for the control group study to be achieved. The model is best implemented when the service area is small enough to allow meaningful engagement with intended participant populations and strong coordination and implementation among project partners.

The project design should allow for a minimum of at least 200 pre-booking contacts over a 2-year period and serve at least 100 participants. Social contact referrals can be somewhat less over the 2-year period. This will permit data collection and analysis to be statistically significant for evaluation purposes.

**Service Delivery Structure**

Services provided pursuant to SB 843 may include but are not limited to the following:

- Intensive case management
- Temporary and permanent housing that includes individualized supportive services
- Individually tailored intervention plans
- Medical care

- Mental health care
- Treatment for alcohol or substance use disorders
- Nutritional counseling and treatment
- Psychological counseling
- Employment
- Employment training and education
- Civil legal services
- System navigation

Applicants are strongly encouraged to leverage services that provide Identification Cards (ID) for participants at no cost through the ID fee waiver program as outlined in Assembly Bill 1733 (2014) (Attachment E).

As indicated previously, this RFP endorses a harm reduction approach to providing services to program participants. It is important that service providers and those involved in the project have a clear understanding and a commitment to endorsing a harm reduction model in the design and implementation of the Lead Grant.

The LEAD Grant should include a non-displacement principle to ensure that LEAD participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.

The use of evidence-based and promising practices is also encouraged within the service delivery structure to support effective outcomes (see page 12, Evidence-based and Data-Driven Approaches). The use of a risk/need/responsivity (RNR)<sup>5</sup> model is also encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

A successful LEAD program requires the development of an integrated system for delivering services so that participants can easily access care, partners can seamlessly deliver services, and information can be readily shared among all of the LEAD team members. This will require the LEAD team partners to clear channels of communication and engage in information sharing that is often traditionally blocked between government agencies and community organizations. It also requires strong data capacity and information-sharing agreements and protocols among diverse stakeholders and divergent systems.

SB 843 further indicates that grant funding may be used, but is not limited, to supporting any of the following:

- Project management and community engagement
- Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
- Outreach and direct service costs for services
- Dedicated prosecutorial resources, including coordinating any nondiverted criminal cases of LEAD participants
- Dedicated law enforcement resources, including overtime required for participation in operational meetings and training

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<sup>5</sup> These three principles serve to guide the assessment and treatment of justice-involved individuals to advance rehabilitative goals as well as reduce risk to society (from recidivistic crime) (Bonta, Andrews & Wormith, 2006).

- Training and technical assistance from experts in the implementation of LEAD in other jurisdictions
- Collecting and maintaining the data necessary for program evaluation

### Project Manager

A project manager is essential to the success of the LEAD model. Applicants will need to develop a process by which they will select a project manager, identify his/her roles, responsibilities and authority, and develop a management plan that supports both the Key Stakeholder Policy Committee and an Operational Workgroup. Ideally, the project manager should play a neutral role, independent from all Key Stakeholder Policy Committee member agencies in order to ensure that an equitable process is maintained. In no case should the project manager be a law enforcement officer, deputy public defender, or member of the deputy district attorney's office.

### Operational Workgroup

An Operational Workgroup is an integral feature of the LEAD model to ensure collaboration and communication among the Key Stakeholder Policy Committee, project manager, case managers, law enforcement officers, social and health care service providers, prosecutors, community members, and others who have an investment in the implementation of the project. The Operational Workgroup will work to address system barriers, assess and improve progress, and establish collaborative case planning approaches. Each Applicant will be required to develop a process for developing an Operational Workgroup to guide and support the project.

### Project Work Plan

Each applicant must develop a Project Work Plan as part of this application process. The Project Work Plan identifies measurable goals and objectives, a project implementation timeline including implementation milestones, as well as the processes and responsible parties necessary to accomplish the goals and objectives. Definitions and examples of goals and objectives can be found in Attachment F.

### Evidence-based and Data-Driven Approaches<sup>6</sup>

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

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

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

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<sup>6</sup> Lowenkamp and Latessa, 2003, Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b; Center for Criminal Justice Research and the Corrections Institute at the University of Cincinnati, Correctional Program Checklist Assessment

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

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

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

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

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

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

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

*Strategies* may include programs to change individual behavior; however, this term is often used to describe a general intervention approach that supports larger community or organizational level policy objectives. For example, case management is applied to improve the overall effectiveness and efficiency of criminal and juvenile justice agencies, while pretrial assessment is designed to enable informed decisions about which arrested defendants can be released pretrial without putting public safety at risk. Strategies can also refer to the application of effective practices that are correlated with a reduction in recidivism, such as the use of assessment tools, quality assurance protocols, and delivery of interventions by qualified and trained staff.

*Promising practices/approaches*, for purposes of this grant work, can be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to

conclude the success was due to the program or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and promising practices/approaches is a difference in degree on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods used.

Applicants seeking to implement promising programs, approaches or strategies must describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the application for funding.

Applicants can find information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at [www.samhsa.gov/ebpwebguide](http://www.samhsa.gov/ebpwebguide) as well as in Attachment G of this RFP.

### **Reducing Racial and Ethnic Disparity (R.E.D.) Training Opportunity for Award Recipients**

The applicant should consider how the information below may influence grant activities.

Research<sup>7</sup> shows that youth and adults of color are significantly overrepresented in the criminal justice system in California. These disparities are the result of numerous interrelated factors, some of which exist within the structures of the current criminal and juvenile justice system, and some of which are influenced by unconscious biases. Whatever the cause, BSCC believes that the overrepresentation of people of color in the criminal and juvenile justice system can be addressed through meaningful dialogue, increased awareness, evaluation feedback, cultural and linguistic competencies, and policy reforms intended to reduce structural inequality.

To that end, we are committed as a state to examining service delivery within the criminal and juvenile justice system for perceived inequities and actual disparities that might exist at the state and local level. Additionally, in order to receive federal funding, California is required to demonstrate a good faith effort to address the federal initiative known as Reducing Racial and Ethnic Disparity or R.E.D. (formerly Disproportionate Minority Contact or DMC), which refers to the disproportionate rate at which youth of color come into contact with the juvenile justice system (at all points, from arrest through confinement), relative to their numbers in the general population. In an effort to comply with this requirement, the BSCC has undertaken a number of activities to ensure that California addresses this concern in relation to the juvenile population as well as the adult population to include trainings, access to and support of structured decision-making tools, and funding opportunities.

LEAD recipients are included in these opportunities and, as such, will be invited to attend R.E.D. training by the BSCC should it become available during the project period. Grantees will be advised of the dates and locations after the start of the grant period. Additional information about R.E.D. can be found at:

<http://www.bscc.ca.gov/scppgrantfundedprograms.php> or applicants may contact the R.E.D. Coordinator, Field Representative Nicole Woodman, by telephone at (916) 322-1427 or by email at [nicole.woodman@bscc.ca.gov](mailto:nicole.woodman@bscc.ca.gov).

### **Ramp-up Period for Project Development**

The BSCC is aware that due to the complexities involved in coordinating the launch of a LEAD project, some applicants may not be ready for immediate implementation on the first day of the

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<sup>7</sup> There are multiple studies confirming the disparities in the criminal and juvenile justice systems. BSCC has done extensive work with The W. Haywood Burns Institute (<http://www.burnsinstitute.org/>) on this issue as well as working with the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (<http://cjjr.georgetown.edu/certprogs/racialdisparities/racialdisparities.html>)

Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)

project period. To assist applicants with the time needed for project development, a ramp-up period of up to four (4) months will be permitted, at which time the project will be expected to have all required partnerships and contracts finalized and ready to begin program operations.

### **Consensus Building and Training**

Building consensus requires both time and commitment from all partners to cultivate acceptance and develop new skills and approaches in protocol and philosophy. In order to successfully launch the project by month five (5), it is essential that applicants develop a plan for training law enforcement officers, elected officials, social service providers, and community members in the harm reduction model, mechanics of making LEAD referrals, collective intake processes, shared case planning and review, and data-sharing.

## **General Grant Requirements**

### **Grant Agreement**

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

It is expected that the Grant Agreement start date will be April 21, 2017. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the Grant Agreement start date. Work, services and encumbrances that occur after the start date, but prior to contract execution, may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

### **Eligible & Ineligible Grant Expenditures**

Grant funds can be used to supplement existing funds dedicated to the project but may not replace (supplant) funds that have been appropriated for the same purpose.

Grant funds cannot be used for the acquisition of real property or new construction.

For information on eligible and ineligible costs, refer to the BSCC Grant Administration Guide, found on the BSCC website: [http://bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://bscc.ca.gov/s_correctionsplanningandprograms.php)

### **Match Requirements**

As previously stated, funding for the LEAD Grant requires a minimum 10 percent cash match. Cash match, also known as hard match, is income from a source other than grant funds that is budgeted for the project. When used to augment the project, cash expenditures for items such as personnel, facilities and supplies may be considered cash match. The cash match must be specifically identified by line-item in the budget. No in-kind match will be accepted to fulfill the 10 percent cash match requirement.

### **Governing Board Resolution**

Successful applicants will be required to submit a Resolution from their Governing Board before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but applicants are advised that no financial invoices will be



processed for reimbursement until the Governing Board Resolution has been received by the BSCC. A sample Governing Board Resolution can be found in Attachment H.

### **Audit**

Grantees must submit an audit of expenditures (either grant-specific or as part of a city/county single audit) within 120 days of the end of the grant period. Reasonable and necessary extensions to the due date may be granted by the BSCC, if requested. In addition, the BSCC reserves the right to require a financial audit any time between the execution of the Grant Agreement and 60 days after the end of the grant period.

### **Invoices**

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices with supporting documentation to the BSCC on a quarterly basis within 45 days following the end of the reporting period via the online process. The only exception to this is in regard to the invoice for the period covering April 1, 2019, through June 29, 2019. For this invoice only, the Grantee shall submit an estimate for the quarterly expenditures by May 1, 2019. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

For additional information, refer to the BSCC Grant Administration Guide, found on the BSCC website: [http://bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://bscc.ca.gov/s_correctionsplanningandprograms.php)

### **Quarterly Progress Reports**

Grant award recipients are required to provide relevant program information and data by submitting quarterly progress reports to the BSCC. Applicable forms and instructions will be available to grantees on the BSCC's website. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement and LEAD Grant Project Work Plan could be subject to the withholding of funds.

### **Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation in Sacramento (at a date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, and individuals tasked with data collection and evaluation are in attendance. In the case of the LEAD Grant, key stakeholders and supervisor-level law enforcement partners are encouraged to attend. The CSULB Evaluators and Technical Consultants from the LEAD National Support Bureau will be providing important information and training relevant to the implementation of local projects. Grant recipients may use their LEAD Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging and other per diem costs. Applicants should include anticipated costs in the budget section of the proposal under the "Other" category.

### **Monitoring and Project Assessment**

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements, making progress toward grant objectives, and to provide technical assistance, as needed, regarding fiscal, programmatic, evaluation, and administrative

requirements. A sample of the BSCC's grant project monitoring report is provided as Attachment I however, items within the report may be subject to change for the LEAD Grant Project grantees.

## Overview of the RFP Process

The BSCC proposal submission and review process includes two (2) stages:

- Stage I: Technical Compliance Review
- Stage II: Proposal Rating Process

### Stage I: Technical Compliance Review

#### Staff Review

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

It is the BSCC's intent to avoid having otherwise worthy proposals eliminated from consideration due to relatively minor and easily corrected errors/omissions. Applicants will therefore have an opportunity to respond to deficiencies identified during the technical review process, which will take place between Thursday, February 2, 2017 and Wednesday, February 8, 2017. If necessary, applicants will be allowed to make non-substantive changes that would bring the proposal into technical compliance. Applicants will be notified on Wednesday, February 8, 2017, of any changes that are required and all non-substantive technical changes must be completed and submitted by 5:00 p.m. on Wednesday, February 15, 2017. For more information on Technical Compliance, please see Attachment J.

During this timeframe it is highly recommended that the applicant's designated "Contact Person" be available to discuss and correct any deficiencies. Proposals that fail to meet all technical requirements by 5:00 p.m. on Wednesday, February 15, 2017 may be excluded from further consideration for funding.

### Stage II: Proposal Rating Process

Once a Proposal passes the Technical Compliance Review, it will advance to the ESC for the Proposal Rating Process. The ESC will then read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

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

At the conclusion of this process, applicants will be notified of the ESC's funding recommendations. It is anticipated that the BSCC Board will act on the recommendations at its meeting on April 13, 2017. Applicant agencies and partners are not to contact members of the ESC or the BSCC Board to discuss proposals.

#### Rating Factors

The rating factors that will be used and the maximum points allocated to each factor are shown in the table below. Each rating factor will be scored on a scale of 0-12. Each factor represents a percentage of the overall score, as shown in the column titled "Percentage".

| Rating Factors                 | Possible Points | Percentage | Weighted Score |
|--------------------------------|-----------------|------------|----------------|
| Project Need                   | 0 - 12          | 20%        | 48             |
| Project Description            | 0 - 12          | 20%        | 48             |
| Partnership and Collaborations | 0 - 12          | 25%        | 60             |
| Services                       | 0 - 12          | 20%        | 48             |
| Data Collection                | 0 - 12          | 5%         | 12             |
| Budget/Timeline                | 0 - 12          | 10%        | 24             |
| Total Possible Points          | 72              | 100%       | 240            |

**PLEASE NOTE:** IN ORDER TO BE CONSIDERED FOR FUNDING, THE FOLLOWING THRESHOLD SCORE MUST BE MET: a minimum of 58% OF THE 240 TOTAL POSSIBLE POINTS

## Summary of Key Dates

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

| ACTIVITY   | TENTATIVE TIMELINE |
|--|--------------------|
| Release Request for Proposals (RFP) Solicitation     | November 18, 2016  |
| Bidders' Conference                                  | December 13, 2016  |
| Grant Proposal/Application Due to the BSCC (by noon) | February 1, 2017   |
| Technical Compliance Review                          | February 2-8, 2017 |
| Non-substantive Changes Due (by noon)                | February 15, 2017  |
| BSCC Board Meeting for Funding Approval              | April 13, 2017     |
| Grants Begin/Contracts Expected to Commence          | April 21, 2017     |
| Grantee Orientation                                  | TBD June/July 2017 |

## Application Instructions

Proposal Sections I, I (a) VII (b), VIII, IX and X are to be completed by submitting the required information in the tables and fields provided within the application and do not count in the 25-page limit of the narrative sections.

Proposal Sections II through VII (a) are to be completed in a narrative format and may not exceed 25 pages in total. It is at the discretion of the applicant to determine how to utilize the total page limit in addressing each section; however, as a guide, the applicant may want to review the point value weight given to each section in the rating factor table on page 18. The narrative sections are fill-in format. Type your responses using the section headers and fields provided on page 29. The fields are formatted to meet the following requirements: 1” inch margins (all four sides), 12-point Arial font, single-sided pages and 1.5 line spacing.

In addition to the proposal narrative sections, applicant should submit MOUs with key stakeholder policy partners that include Statements of Intent.

Hyperlinks should not be included in the body of the proposal but may be included in an endnote page that is no more than one-page in length. There is no guarantee, however, that raters will open or consider hyperlinked information and applicants will not receive scoring credit for information that is not sufficiently detailed in the narrative or text of the application. The endnote page is not counted toward the 25 page limit.

The applicant must submit one original signed and one electronic copy of the proposal, and the ‘Original Copy’ must be marked as such.

A proposal packet includes:

- Proposal Checklist
- Applicant Information Form
- Abstract
- Proposal Narrative (not exceeding 25 pages)
- Budget Table and Detail
- Project Work Plan
- Key Stakeholder Committee Roster
- List of Partner Agencies and Services
- MOUs to include Statements of Intent
- Governing Board Resolution

Optional:

- Geographical Map of Service Area
- One endnote page

## Completed Proposal Checklist

A complete LEAD Grant Proposal packet must contain the following (to be submitted in the order listed):

| <b>Required Sections:</b>  | Check once Complete (✓) |
|--|-------------------------|
| Proposal Checklist (signed by the applicant)   |                         |
| Section I: Applicant Information Form (with original signature in blue ink)  |                         |
| Section I (a): Abstract  |                         |
| Sections II – VII (a): Proposal Narrative (not exceeding 25 pages)   |                         |
| Section VII (b): Budget Table and Detail   |                         |
| Section VIII: Project Work Plan  |                         |
| Section IX: Key Stakeholder Committee Roster   |                         |
| Section X: List of Partner Agencies and Services   |                         |
| <b>Required Attachments to Proposal:</b>   |                         |
| MOUs to Include Statements of Intent   |                         |
| <b>Other Required Documents:</b>   |                         |
| Governing Board Resolution<br>Note: The Governing Board Resolution is not due at time of proposal submission but must be received prior to the Grant Award Agreement |                         |
| <b>Optional:</b>   |                         |
| Geographical Map of Service Area   |                         |
| One Endnote Page   |                         |

I have reviewed this checklist and verified that all required items are included in this proposal packet. Additionally, by signing this checklist I am affirming that our proposal does not contain a catchment area that duplicates that of any other applicants applying from the same jurisdiction.

X

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

**\*NO OTHER ATTACHMENTS WILL BE CONSIDERED\***

## Instructions for Completing Section I: Applicant Information Form

The Applicant Information Form will serve as the cover page for the proposal.

### Instructions for completing the Applicant Information Form:

- A. Applicant Agency:** Complete the required information for the public agency submitting the proposal. If submitting a joint proposal, list other public agencies participating.
- B. Tax Identification Number:** Provide tax identification number.
- C. Project Title:** Provide the selected title of the project.
- D. Grant Funds Requested:** Identify the amount of grant funds requested.
- E. Project Summary:** Provide a brief summary (three (3) to four (4) sentences) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- F. Project Director:** Provide the name, title and contact information for the individual responsible for oversight of the project. This person must be an employee of the Applicant Agency.
- G. Financial Officer:** Provide the name, title and contact information for the individual responsible for the fiscal management of the project (e.g., invoices, expenditure documentation and audit). This person must be an employee of the Applicant Agency.
- H. Day-to-Day Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant; this may be the Project Manager. This person must be an employee of the Applicant Agency.
- I. Authorized Signature:** Complete the required information for the person authorized to sign for the Public Agency Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields

### **CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the LEAD Grant proposal are considered to be 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.)

## SECTION I: Applicant Information Form

| A. APPLICANT AGENCY  |       |                  |                          | B. TAX IDENTIFICATION NUMBER |          |
|--|-------|------------------|--------------------------|------------------------------|----------|
| NAME OF APPLICANT AGENCY   |       |                  | TAX IDENTIFICATION #:    |                              |          |
| STREET ADDRESS   | CITY  | STATE            | ZIP CODE                 |                              |          |
| MAILING ADDRESS (if different)   | CITY  | STATE            | ZIP CODE                 |                              |          |
| C. PROJECT TITLE   |       |                  | D. GRANT FUNDS REQUESTED |                              |          |
|  |       |                  |                          |                              |          |
| E. PROJECT SUMMARY   |       |                  |                          |                              |          |
|  |       |                  |                          |                              |          |
| F. PROJECT DIRECTOR  |       |                  |                          |                              |          |
| NAME   | TITLE | TELEPHONE NUMBER |                          |                              |          |
| STREET ADDRESS   |       |                  | FAX NUMBER               |                              |          |
| CITY   | STATE | ZIP CODE         | EMAIL ADDRESS            |                              |          |
| G. FINANCIAL OFFICER   |       |                  |                          |                              |          |
| NAME   | TITLE | TELEPHONE NUMBER |                          |                              |          |
| STREET ADDRESS   |       |                  | FAX NUMBER               |                              |          |
| CITY   | STATE | ZIP CODE         | EMAIL ADDRESS            |                              |          |
| PAYMENT MAILING ADDRESS (if different)   |       | CITY             | STATE                    | ZIP CODE                     |          |
| H. DAY-TO-DAY CONTACT PERSON   |       |                  |                          |                              |          |
| NAME   | TITLE | TELEPHONE NUMBER |                          |                              |          |
| STREET ADDRESS   |       |                  | FAX NUMBER               |                              |          |
| CITY   | STATE | ZIP CODE         | EMAIL ADDRESS            |                              |          |
| I. AUTHORIZED SIGNATURE  |       |                  |                          |                              |          |
| By signing this application, I hereby certify that I am vested by the Public Agency Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding. |       |                  |                          |                              |          |
| NAME OF AUTHORIZED OFFICER   | TITLE | TELEPHONE NUMBER | EMAIL ADDRESS            |                              |          |
| STREET ADDRESS   |       |                  | CITY                     | STATE                        | ZIP CODE |
| APPLICANT'S SIGNATURE (Blue Ink Only)  |       |                  |                          | DATE                         |          |
| X  |       |                  |                          |                              |          |

## SECTION I (a): Project Abstract

Please provide a brief summary of the proposed project in the field provided below; your project abstract must not be more than a single page in length. Begin typing in the field below; it is formatted to the required 12-point Arial font and 1.5 line spacing. The abstract is not counted toward the 25-page narrative limit. Delete these instructions from the document to allow for additional space.



## Instruction for Completing Narrative Sections II – VII (a)

Instructions: Sections II – VII (a) are to be competed in a narrative format (see instructions on page 18). The proposal narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced and cannot exceed **25 pages** in length. Applicant responses will be evaluated regarding the extent to which a proposal adequately addresses the questions/directions listed under the corresponding section titles. If a question/direction does not apply, the applicant should clearly state as such and provide the reason. Omission or lack of clarity for any section is likely to result in a reduction of allowable points.

It is at the discretion of the public agency applicant to determine how to use the total page limit in addressing each section; however, as a guide, the applicant may want to review the point percent value given to each rating factor in the RFP (see page 18).

For the Proposal Narrative, address each of the sections below

Note: These **25 pages do not include:** Section I, Applicant Information Form, Section I (a) Abstract, Section VII (b) Budget Tables and Detail, Section VIII Project Work Plan or Section IX Roster.

### Section II: Project Need

***Address the following in narrative form:***

Describe the need for the LEAD program in your jurisdiction and how the need is supported by local data and other documentation. What considerations were assessed in determining the need? How does the need relate to the overall goal of the LEAD Grant? Describe any history or experience in using harm reduction services and resources and/or how you envision harm reduction principles being used to address the needs of your community. Provide local data and other documentation as supporting evidence.

| Rating Criteria |  |
|-----------------|--|
| 1.              | The magnitude and urgency of the program need is quantified and described.   |
| 2.              | The applicant has described the need for the program in the identified service area.   |
| 3.              | Recurring issues of concern between local law enforcement and the community are identified that could be mitigated by implementation of a LEAD program.  |
| 4.              | The intended participants are identified, measurable, and correlated to those identified in the authorizing legislation (SB 843) and local quantitative and/or qualitative data are provided to support the description. |
| 5.              | The applicant has sufficiently described how they determined the need for the program service area including community engagement efforts.   |
| 6.              | The applicant demonstrates a clear understanding of principles of harm reduction and a need (importance) for this approach in their project.   |

### Section III: Project Description

**Address the following in narrative form:**

Provide a description of the overall structure of the program. How is the program consistent with the guiding principles and fundamental approaches of LEAD? Describe the nexus between the intended participants' needs and the program's ability to serve those needs. Provide a description of the service area and included catchment area(s) and how the service area will be able to support a control study evaluation process. What are the protocols and processes for referrals into the LEAD program? How many participants does the program anticipate it will contact and how many will it serve (provide the same for the comparison group)? Explain the training approach to be implemented throughout the project. Discuss the role, responsibilities and accountability of project manager in the LEAD program. What services and resources will be provided in the program and how are these consistent with harm reduction principles and evidence-based practices?

| Rating Criteria |   |
|-----------------|---|
| 1.              | The proposed program description is consistent with the guiding principles identified SB 843 as well as with the additional foundational approaches identified in the RFP.  |
| 2.              | The descriptions of the service area and associated catchment area(s) are detailed and defined and may include a geographical map or other diagrammatic representation.   |
| 3.              | The service area and associated catchment area(s), as described can produce an adequate number of contacts and referrals for both prebooking and social contacts to support an effective evaluation, and a comparable control group has been identified and described.                      |
| 4.              | Training to be offered to all relevant parties in the LEAD model was clearly described and is adequate to support the needs of the project.   |
| 5.              | The protocol for social contact and pre-booking referrals is clearly described.   |
| 6.              | The qualifications, role, capacity, and authority of the project manager(s) have been described including coordination efforts, selection of staff and service providers and a training plan.   |
| 7.              | The referral process used to ensure the participants are directed to appropriate services and other resources has been clearly explained and the ways in which these services and resources are consistent with evidence-based practices and harm reduction approaches has been identified. |
| 8.              | The project reflects the design and methodology of the Seattle model.   |
| 9.              | The work plan for the entire project period is complete and thorough and adequately outlines the project's major phases and milestones through goals and objectives that are SMART: specific, measurable, achievable, relevant, and time- specific.   |

**Section IV: Partnership and Collaboration**

**Address the following in narrative form:**

Discuss how the Key Stakeholder Policy Committee was developed, and identify and discuss the mutual need(s) that will be addressed by this policy body. Demonstrate how the selection process involved those in the community that will be most affected by the project. Describe each key stakeholder partner's roles and responsibilities in the program. Discuss how the Key Stakeholder Policy Committee will ensure mutual involvement,

shared decision-making, shared data and evaluation activities, a shared planning process, responsiveness, and transparency. Describe the structure of the Operational Workgroup and how the group will interface with the Key Stakeholder Policy Committee. How will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners, as well as to the Operation Workgroup and the Key Stakeholder Policy Committee? Describe the role and responsibilities of the program’s evaluation/research liaison and how his/her efforts will interface with the others in the LEAD project.

| Rating Criteria |   |
|-----------------|---|
| 1.              | The proposal describes the process by which “buy-in” has been achieved among the key stakeholder partners and a plan established on how to work together as a policy and oversight body including the roles, responsibilities, and resources of each member. Stakeholders include formerly incarcerated and advocacy groups.                                    |
| 2.              | The proposal provides MOUs with public partners, which includes individualized statements of intent that clearly outline each partner’s commitment and the level of involvement needed to effectively implement the project. A roster of the key partners has been submitted that demonstrates representation as outlined in the RFP.                           |
| 3.              | The proposal describes an operational committee or workgroup, including specifics about membership, roles, structure and authority.   |
| 4.              | The proposal’s plan to convene and organize partnership meetings for both key stakeholders and operational workgroups is sufficient to support and maintain program goals, guiding principles and foundational approaches outlined in the RFP and legislation.  |
| 5.              | The applicant’s plan for and commitment to coordinating an integrated system of care that includes healthcare, SUD and mental health services, social services, law enforcement efforts, and justice system decision-making processes is thoroughly described and is adequate to support the program.   |
| 6.              | The proposal outlines a coordinated integrated system of care for participants that helps providers coordinate care for each individual, and outlines as well the method for providing necessary information and data to the LEAD Operation Workgroup and Key Stakeholders  |
| 7.              | A Program Research Liaison has been identified who will coordinate data collection efforts and work with the contracted evaluator. The Program Research Liaison’s role and responsibilities have been clearly described.  |
| 8.              | The proposal describes the process by which the program will engage and sustain community involvement (including impacted population) throughout the project.   |
| 9.              | The proposal clearly describes a plan for meaningful engagement of, communication with, and participation opportunities for the larger community to ensure that they understand the program’s purpose and approaches, feel that it is consistent with their needs and desires, and have meaningful opportunities for ongoing conversation with project leaders. |

**Section V: Services**

**Address the following in narrative form:**

Describe in detail the services, resources, providers and method of service delivery that will be available to participants. What is the evidence that the proposed services and resources are appropriate for the identified purposes, settings, and populations? Describe the roles, responsibilities and activities of case management, including supervision of case managers. What is the process for assessing participants and what assessment tool(s) will be used? Explain how case managers will engage with the participants upon referral, and ongoing. Outline the plan in place to support the non-displacement principle. Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the LEAD team. How do the proposed services reflect the specific needs of the diverse communities to be served?

| Rating Criteria |   |
|-----------------|---|
| 1.              | The types, sources, and method of delivery of services that will be made available to the participants are clearly described and are adequate to support the program. A list of agencies and the services they will provide has been submitted that clearly outlines proposed interventions and resources to be made available to participants. |
| 2.              | The services and resources available include a harm reduction approach and there is evidence that the proposed services and resources are likely to be successful with the population served.   |
| 3.              | The roles, responsibilities and activities of the case managers have been clearly described and are consistent with the needs of the participants.  |
| 4.              | The applicant has described referral/post-referral process to engage participants along with the resources and approaches that will be used to develop individualized case plans and keep the participants involved and on track to achieve their goals.  |
| 5.              | The process and methodology for assessing participants including risk/needs/responsivity or other assessment tools have been described including the program staff and protocols to administer them.  |
| 6.              | A plan for non-displacement has been developed to ensure that LEAD participants do not receive preferential access to scarce resources that would prevent others in need or on waitlists from being served.   |
| 7.              | The proposed services reflect the specific needs of the diverse communities served and a commitment and ability to provide services that are culturally competent and gender-responsive.  |

**Section VI: Data Collection**

**Address the following in narrative form:**

How will the applicant involve the contracted evaluator? What is the applicant's plan to allow for local-level data sharing to occur between parties and to allow necessary information while protecting privacy and adhering to privacy laws? What steps have been taken to ensure to commit/adhere to the methodology proposed by the contracted evaluators?

| Rating Criteria |
|-----------------|
|-----------------|

|    |   |
|----|---|
| 1. | The plan to involve the evaluator throughout the project, including implementation and ramp-up is thoroughly documented.  |
| 2. | Data sharing agreements (or a plan to acquire) with partners and evaluators are incorporated; an understanding of the local stakeholders' data systems, processes, and challenges of cross-agency data-sharing has been demonstrated. |
| 3. | Steps taken to ensure that local data are readily available to securely share with the contracted evaluator are identified.   |
| 4. | The applicant demonstrates a commitment and capacity to adhere to the data collection methodology implemented by the contracted evaluators.   |

### Section VII(a) and VII(b): Budget Narrative

**Address the following in narrative form VII (a):**

What if any, existing funds will be leveraged to support the LEAD Project? How will the leveraged funds be used to achieve the project goals? Include anticipated dollar amounts or percentages of each funding source identified. Include a statement regarding methods to ensure that project funds do not supplant existing funding available to any and all partners. Identify funding sources to ensure longevity of the program beyond the grant period.

**Budget tables VII (b):**

Then, using the tables provided in Section VII (b), complete the information requested as it relates to funding sources and program budget. These budget tables will not count toward the 25-page limit of narrative.

Below are the rating criteria on which sections VII (a) and VII (b) of the proposal will be evaluated:

| Rating Criteria |  |
|-----------------|--|
| 1.              | Budget information details how funds will be leveraged to support the project, and a plan to prevent supplanting funds is clear and persuasive.  |
| 2.              | Complete and detailed budget information is provided in each section, including language supporting each expense.  |
| 3.              | The pre-implementation and implementation timeline contained within the Work Plan document ensures that all contracts and services will be in place to support the launch of the project no later than month five (5) and the completion of the project by the end of the grant cycle. |
| 4.              | A plan for continuing the project after grant period has been described.   |
| 5.              | Overall, the items in the program budget are clearly justified in terms of planned program activities.   |

Type your narrative responses to Sections II – VII (a) using the fields below. The fields are formatted to meet the requirements of 1” margins, 12-point Arial font and 1.5 line spacing. Do not remove the section headers. These narrative responses cannot exceed 25 pages in length. Delete these instructions from the document to allow for additional space.

**SECTION II: STATEMENT OF NEED**

**SECTION III: PROJECT DESCRIPTION**

**SECTION IV: PARTNERSHIP AND COLLABORATION**

**SECTION V: SERVICES**

**SECTION VI: DATA COLLECTION**

**SECTION VII (a): BUDGET NARRATIVE**

## SECTION VII (b): BUDGET TABLES AND DETAIL

Instructions: Complete the following table for the grant funds being requested. Report amounts in whole dollars. While recognizing some jurisdictions may use different line items in the budget process, the categories listed below are the ones that funded projects will use when invoicing the BSCC for reimbursement of expenditures.

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

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

### Blank Budget Table Template

| Budget Line Item  | A. Grant Funds | B. Hard Match Funds (minimum 10%) | C. Total Project Value |
|---|----------------|-----------------------------------|------------------------|
| 1. Salaries and Benefits<br><i>(Applicant Agency only)</i>  | \$0            | \$0                               | \$0                    |
| 2. Services and Supplies                                    | \$0            | \$0                               | \$0                    |
| 3. Professional Services/Public Agency Contracts            | \$0            | \$0                               | \$0                    |
| 4. Community-Based Organization Contracts                   | \$0            | \$0                               | \$0                    |
| 5. Indirect Costs <i>(not to exceed 10% of grant funds)</i> | \$0            | \$0                               | \$0                    |
| 6. Data Collection  | \$0            | \$0                               | \$0                    |
| 7. Fixed Assets/Equipment                                   | \$0            | \$0                               | \$0                    |
| 8. Other (Travel, Training, etc.)                           | \$0            | \$0                               | \$0                    |
| <b>TOTALS</b>   | \$0            | \$0                               | \$0                    |

### Sample LEAD Budget

| Budget Line Item  | A. Grant Funds | B. Hard Match Funds (minimum 10%) | C. Total Project Value |
|---|----------------|-----------------------------------|------------------------|
| 1. Salaries and Benefits<br><i>(Applicant Agency only)</i>  | \$250,000      | \$50,000                          | \$300,000              |
| 2. Services and Supplies                                    | \$1,500,000    | \$500,000                         | \$2,000,000            |
| 3. Professional Services/Public Agency Contracts            | \$0            | \$200,000                         | \$200,000              |
| 4. Community-Based Organization Contracts                   | \$2,000,000    | \$20,000                          | 2,020,000              |
| 5. Indirect Costs <i>(not to exceed 10% of grant funds)</i> | \$60,000       | \$10,000                          | \$70,000               |
| 6. Data Collection  | \$40,000       | \$10,000                          | \$50,000               |
| 7. Fixed Assets/Equipment                                   | \$147,000      | \$20,000                          | \$167,000              |
| 8. Other (Travel, Training, etc.)                           | \$3,000        | \$0                               | \$3,000                |
| <b>TOTALS</b>   | \$4,000,000    | \$810,000                         | \$4,810,000            |

## **Budget Detail**

Instructions: The purpose of the Budget Narrative is to support the amounts requested in the Budget Table. The Budget Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5 spaced. Provide the information listed for each line item below with narrative to explain how the requested grant funds and outside leveraged funds will be used to achieve project goals.

1. **Salaries and Benefits:** List each Applicant Agency staff to be funded by the grant. For each, provide the classification/title, salary/hourly rates, benefits and, percentage of time on the project and role in the project. These amounts should reflect the information presented in the Project Need and Project Descriptions. Note: salaries and benefits of all other contracted staff should be listed under the appropriate line item, either Professional Services or Community Partner contracts.

a. **Total Grant Funds Requested: \$**

**Narrative Detail:**

b. **Cash Match: \$**

**Narrative Detail:**

2. **Services and Supplies:** Itemize all services and supplies.

a. **Total Grant Funds Requested: \$**

**Narrative Detail:**

b. **Cash Match: \$**

**Narrative Detail:**

3. **Professional Services/Public Agency Contracts:** List the names of professional service contracts (e.g., contracts with other entities or consultants) with the exception of contracts for data collection efforts. Itemize the services that will be provided by each, show funds allocated to each, and explain their purpose and deliverables. Show hours and billing rates for all contracted staff. These amounts should reflect the information presented in the Project Need and Project Descriptions.

a. **Total Grant Funds Requested: \$**

**Narrative Detail:**

b. **Cash Match: \$**

**Narrative Detail:**

4. **Community-based Organization (CBO) Contracts:** List the names (if known) of all non-governmental CBOs, itemize the services that will be provided by each and show funds allocated to each. Show hours and billing rates for all CBO staff. If a CBO provider(s) has not been selected as of the date of the submission of the application, clearly identify the



amount of grant funds that will be allocated to each CBO. These amounts should reflect the information presented in the Project Need and Project Descriptions.

**a. Total Grant Funds Requested: \$**

**Narrative Detail:**

**b. Cash Match: \$**

**Narrative Detail:**

- 5. Indirect Costs:** Itemize all indirect costs. This total may not exceed **10 percent** of the grant funds requested. The ESC will consider appropriate limits for administrative costs and overhead.

**a. Total Grant Funds Requested: \$**

**Narrative Detail:**

**b. Cash Match: \$**

**Narrative Detail:**

- 6. Data Collection:** Itemize all costs associated with data collection and evaluation efforts for this project. If data collection efforts will be performed by professional service consultants, they must be accounted for in this line item.

**a. Total Grant Funds Requested: \$**

**Narrative Detail:**

**b. Cash Match: \$**

**Narrative Detail:**

- 7. Equipment/Fixed Assets:** Itemize all equipment and fixed assets. Equipment and fixed assets are defined in the *BSCC Grant Administration Guide*.

**a. Total Grant Funds Requested: \$**

**Narrative Detail:**

**b. Cash Match: \$**

**Narrative Detail:**

- 8. Other (Travel, Training, etc.):** Itemize all costs associated with travel and training. Applicants should budget for travel to the grantee meeting to be held in Sacramento.

**a. Total Grant Funds Requested: \$**

**Narrative Detail:**

**b. Cash Match: \$**

**Narrative Detail:**

## SECTION VIII: LEAD Grant Project Work Plan

Each applicant must develop a 26-month Project Work Plan as part of this RFP process. A Project Work Plan identifies measurable goals and objectives, a timeline for the project (including primary phases of implementation and the implementation milestones associated with each phase), activities and services, and the processes and responsible parties necessary to accomplish the goals and objectives. For definitions and examples of goals and objectives, see Attachment F. Clearly detail pre-implementation or ramp-up activities occurring in the first four (4) months of the project. The Project Work Plan does not count toward the 25-page limit.

Project Work Plans should be SMART: Specific, Measurable, Attainable, Relevant Project Work Plans should be SMART: Specific, Measurable, Attainable, Relevant and Time-Bound.

To build the LEAD Project Work Plan, complete one (1) table for each goal identified in the proposal. Applicants should copy and paste the following tables into a separate document. Continue the numbering sequence started below (1, 2, 3, etc.). Applicants are to complete chart using 12-point Arial font.

| <b>(1) Goal:</b>   |                             |            |          |
|--|-----------------------------|------------|----------|
| Objectives:  |                             |            |          |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline   |          |
|  |                             | Start Date | End Date |
|  |                             |            |          |

| <b>(2) Goal:</b>   |                             |            |          |
|--|-----------------------------|------------|----------|
| Objectives:  |                             |            |          |
| Project activities that support the identified goal and objectives | Responsible staff/ partners | Timeline   |          |
|  |                             | Start Date | End Date |
|  |                             |            |          |

**SECTION IX: LEAD Key Stakeholder Committee Roster**

**Applicant Agency:**

| Individual Name | Job Title | Agency/Organization |
|-----------------|-----------|---------------------|
|                 |           |                     |
|                 |           |                     |
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|                 |           |                     |

## SECTION X: List of Partner Agencies and Services

### Public Agency Partners

|    | Name of Agency | 2-3 sentence description of services to be provided |
|----|----------------|---|
| 1. |                |   |
| 2. |                |   |
| 3. |                |   |
| 4. |                |   |
| 5. |                |   |
| 6. |                |   |

### Non-Governmental, Community-Based Partners (if known)

|    | Name of Organization | 2-3 sentence description of services to be provided |
|----|----------------------|---|
| 1. |                      |   |
| 2. |                      |   |
| 3. |                      |   |
| 4. |                      |   |
| 5. |                      |   |
| 6. |                      |   |

*\*Use the Tab key to add additional rows as needed.*

# ATTACHMENTS

**Senate Bill 843– Chaptered June 27, 2016**

Item (7) Existing law authorizes a county to establish a pretrial diversion program for defendants who have been charged with a misdemeanor offense and authorizes other diversion programs, including for defendants with cognitive developmental disabilities, defendants in nonviolent drug cases, and traffic violations.

This bill would establish the Law Enforcement Assisted Diversion (LEAD) pilot program, to be administered by the Board of State and Community Corrections, to improve public safety and reduce recidivism by increasing the availability and use of social service resources while reducing costs to law enforcement agencies and courts stemming from repeated incarceration. The bill would require the board to award grants, on a competitive basis, to up to 3 jurisdictions to establish LEAD programs and would require the board to establish minimum standards, funding schedules, and procedures for awarding grants. The bill would establish requirements for referral of people who may be arrested for, or who have a history of, low-level drug offenses or prostitution, as defined, to social services in lieu of prosecution. The bill would require the board to contract with a nonprofit research entity, university, or college to evaluate the effectiveness of the LEAD program and submit a report of the findings to the Governor and the Legislature by January 1, 2020. The bill would appropriate \$15,000,000 from the General Fund for the LEAD pilot program and would authorize the board to spend up to \$550,000 of that amount for the contracts to evaluate the effectiveness of the LEAD program and to contract with experts in the implementation of LEAD in other jurisdictions, as specified.

**SEC. 17.**

Chapter 2.92 (commencing with Section 1001.85) is added to Title 6 of Part 2 of the Penal Code, to read:

**CHAPTER 2.92. Law Enforcement Assisted Diversion (LEAD) Pilot Program**

**1001.85.**

(a) The Law Enforcement Assisted Diversion (LEAD) pilot program is hereby established. The purpose of the LEAD program is to improve public safety and reduce recidivism by increasing the availability and use of social service resources while reducing costs to law enforcement agencies and courts stemming from repeated incarceration.

(b) LEAD pilot programs shall be consistent with the following principles, implemented to address and reflect the priorities of the community in which the program exists:

(1) Providing intensive case management services and an individually tailored intervention plan that acts as a blueprint for assisting LEAD participants.

(2) Prioritizing temporary and permanent housing that includes individualized supportive services, without preconditions of drug or alcohol treatment or abstinence from drugs or alcohol.

(3) Employing human and social service resources in coordination with law enforcement in a manner that improves individual outcomes and community safety, and promotes community wellness.

(4) Participation in LEAD services shall be voluntary throughout the duration of the program and shall not require abstinence from drug or alcohol use as a condition of continued participation.

**1001.86.**

(a) The LEAD program shall be administered by the Board of State and Community Corrections.

(b) The board shall award grants, on a competitive basis, to up to three jurisdictions as authorized by this chapter. The board shall establish minimum standards, funding schedules, and procedures for awarding grants, which shall take into consideration, but not be limited to, all of the following:

(1) Information from the applicant demonstrating a clear understanding of the program's purpose and the applicant's willingness and ability to implement the LEAD program as described in this chapter.

(2) Key local partners who would be committed to, and involved in, the development and successful implementation of a LEAD program, including, but not limited to, balanced representation from law enforcement agencies, prosecutorial agencies, public defenders and defense counsel, public health and social services agencies, case management service providers, and any other entities identified by the applicant as integral to the successful implementation of a LEAD program in the jurisdiction.

(3) The jurisdiction's capacity and commitment to coordinate social services, law enforcement efforts, and justice system decision-making processes, and to work to ensure that the discretionary decisions made by each participant in the administration of the program operates in a manner consistent with the purposes of this chapter.

(c) Successful grant applicants shall collect and maintain data pertaining to the effectiveness of the program as indicated by the board in the request for proposals.

**1001.87.**

(a) LEAD programs funded pursuant to this chapter shall consist of a strategy of effective intervention for eligible participants consistent with the following gateways to services:

(1) Prebooking referral. As an alternative to arrest, a law enforcement officer may take or refer a person for whom the officer has probable cause for arrest for any of the offenses in subdivision (b) to a case manager to be screened for immediate crisis services and to schedule a complete assessment intake interview. Participation in LEAD diversion shall be voluntary, and the person may decline to participate in the program at any time. Criminal charges based on the conduct for which a person is diverted to LEAD shall not be filed, provided that the person finishes the complete assessment intake interview within a period set by the local jurisdictional partners, but not to exceed 30 days after the referral.

(2) Social contact referral. A law enforcement officer may refer an individual to LEAD whom he or she believes is at high risk of arrest in the future for any of the crimes specified in subdivision (b), provided that the individual meets the criteria specified in this paragraph and expresses interest in voluntarily participating in the program. LEAD may accept these referrals if the program has capacity after responding to prebooking diversion referrals described in paragraph (1). All social contact referrals to LEAD shall meet the following criteria:

(A) Verification by law enforcement that the individual has had prior involvement with low-level drug activity or prostitution. Verification shall consist of any of the following:

(i) Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in low-level drug or prostitution activity.

(ii) Law enforcement has directly observed the individual's low-level drug or prostitution activity on prior occasions.

(iii) Law enforcement has a reliable basis of information to believe that the individual is engaged in low-level drug or prostitution activity, including, but not limited to, information provided by another first responder, a professional, or a credible community member.

(B) The individual's prior involvement with low-level drug or prostitution activity occurred within the LEAD pilot program area.

(C) The individual's prior involvement with low-level drug or prostitution activity occurred within 24 months of the date of referral.

(D) The individual does not have a pending case in drug court or mental health court.

(E) The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or antiharassment order, from making contact with a current LEAD participant.

(b) The following offenses are eligible for either prebooking diversion, social contact referral, or both:

(1) Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.

(2) Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.

(3) Possession of a controlled substance or other prohibited substance.

(4) Being under the influence of a controlled substance or other prohibited substance.

(5) Being under the influence of alcohol and a controlled substance or other prohibited substance.

(6) Prostitution pursuant to subdivision (b) of Section 647.

**1001.88.**

(a) Services provided pursuant to this chapter may include, but are not limited to, case management, housing, medical care, mental health care, treatment for alcohol or substance use disorders, nutritional counseling and treatment, psychological counseling, employment, employment training and education, civil legal services, and system navigation. Grant funding may be used to support any of the following:

(1) Project management and community engagement.

(2) Temporary services and treatment necessary to stabilize a participant's condition, including necessary housing.

(3) Outreach and direct service costs for services described in this section.

(4) Civil legal services for LEAD participants.

(5) Dedicated prosecutorial resources, including for coordinating any nondiverted criminal cases of LEAD participants.

(6) Dedicated law enforcement resources, including for overtime required for participation in operational meetings and training.

(7) Training and technical assistance from experts in the implementation of LEAD in other jurisdictions.

(8) Collecting and maintaining the data necessary for program evaluation.



(b) (1) The board shall contract with a nonprofit research entity, university, or college to evaluate the effectiveness of the LEAD program. The evaluation design shall include measures to assess the cost-benefit outcomes of LEAD programs compared to booking and prosecution, and may include evaluation elements such as comparing outcomes for LEAD participants to similarly situated offenders who are arrested and booked, the number of jail bookings, total number of jail days, the prison incarceration rate, subsequent felony and misdemeanor arrests or convictions, and costs to the criminal justice and court systems. Savings will be compared to costs of LEAD participation. By January 1, 2020, a report of the findings shall be submitted to the Governor and the Legislature pursuant to Section 9795 of the Government Code.

(2) The requirement for submitting a report pursuant to this subdivision is inoperative on January 1, 2024, pursuant to Section 10231.5 of the Government Code.

(c) The board may contract with experts in the implementation of LEAD in other jurisdictions for the purpose of providing technical assistance to participating jurisdictions.

(d) The sum of fifteen million dollars (\$15,000,000) is hereby appropriated from the General Fund for the LEAD pilot program authorized in this chapter. The board may spend up to five hundred fifty thousand dollars (\$550,000) of the amount appropriated in this subdivision for the contracts authorized in subdivisions (b) and (c).

## Attachment B: LEAD National Support Bureau Resources

LEAD Fact Sheet:

[http://media.wix.com/ugd/6f124f\\_276e31b1d02f48418c2753ba551fa551.pdf](http://media.wix.com/ugd/6f124f_276e31b1d02f48418c2753ba551fa551.pdf)

LEAD Core Principles for Successful Implementation:

[http://media.wix.com/ugd/6f124f\\_fbbfa1d5ca764ef9803601214a702ef2.pdf](http://media.wix.com/ugd/6f124f_fbbfa1d5ca764ef9803601214a702ef2.pdf)

LEAD Principles for Policing Role:

[http://media.wix.com/ugd/6f124f\\_dee533383a4148e5a539f949a6b5fd34.pdf](http://media.wix.com/ugd/6f124f_dee533383a4148e5a539f949a6b5fd34.pdf)

LEAD Core Principles for Public Safety Groups:

[http://media.wix.com/ugd/6f124f\\_f40c0035ba5d43ab8dba38bc17988605.pdf](http://media.wix.com/ugd/6f124f_f40c0035ba5d43ab8dba38bc17988605.pdf)

LEAD Core Principles for Prosecutors:

[http://media.wix.com/ugd/6f124f\\_00e13b9197a34a148139cdadb3e8b6a6.pdf](http://media.wix.com/ugd/6f124f_00e13b9197a34a148139cdadb3e8b6a6.pdf)

LEAD Core Principles for Case Management Role:

[http://media.wix.com/ugd/6f124f\\_145c3b101178469a933fff776595b991.pdf](http://media.wix.com/ugd/6f124f_145c3b101178469a933fff776595b991.pdf)

Seattle LEAD Recidivism Evaluation:

[http://media.wix.com/ugd/6f124f\\_8183d4c04a09456cb48f92875ab2e188.pdf](http://media.wix.com/ugd/6f124f_8183d4c04a09456cb48f92875ab2e188.pdf)

Seattle LEAD Legal System Utilization and Associated Costs Evaluation:

[http://media.wix.com/ugd/6f124f\\_2f66ef4935c04d37a11b04d1998f61e2.pdf](http://media.wix.com/ugd/6f124f_2f66ef4935c04d37a11b04d1998f61e2.pdf)

Seattle LEAD Client Outcomes Evaluation:

[http://media.wix.com/ugd/6f124f\\_dbde96f835db4526abf7bfda03d0040f.pdf](http://media.wix.com/ugd/6f124f_dbde96f835db4526abf7bfda03d0040f.pdf)

Please see <http://www.leadbureau.org/> for additional information on the LEAD National Support Bureau.

# Attachment C: Sample State of California: Contract and General Terms and Conditions

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

|   |
|---|
| AGREEMENT NUMBER<br><b>BSCC ###-YY</b>  |
| REGISTRATION NUMBER<br><div style="background-color: #cccccc; width: 40px; height: 15px; margin: 2px;"></div> |

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

|                                    |  |
|------------------------------------|--|
| <small>STATE AGENCY'S NAME</small> | BOARD OF STATE AND COMMUNITY CORRECTIONS |
| <small>CONTRACTOR'S NAME</small>   |  |
  
2. The term of this Agreement is: April 21, 2017 through June 28, 2019
  
3. The maximum amount of this Agreement is: **\$** --- DOLLARS AND ZERO CENTS
  
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement.

|            |  |          |
|------------|--|----------|
| Exhibit A: | Scope of Work  | 2 pages  |
| Exhibit B: | Budget Detail and Payment Provisions                 | 2 pages  |
| Exhibit C: | General Terms and Conditions                         | 3 pages  |
| Exhibit D: | Special Terms and Conditions                         | 3 pages  |
|            | Attachment 1: Application for Funding/Grant Proposal | xx pages |
|            | Appendix A: LEAD Executive Steering Committee Roster | 1 page   |

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

|  |   |   |
|--|---|---|
| <b>CONTRACTOR</b>  | California Department of General Services Use Only<br><br><br><br><br><br><br><br><br><br><br><input checked="" type="checkbox"/> Exempt per: SCM 1, 4.06 |   |
| <small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> |   |   |
| <small>BY (Authorized Signature)</small>   |   | <small>DATE SIGNED(Do not type)</small> |
|  |   |   |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>  |   |   |
| <small>ADDRESS</small>   |   |   |
| <b>STATE OF CALIFORNIA</b>   |   |   |
| <small>AGENCY NAME</small>   |   |   |
| BOARD OF STATE AND COMMUNITY CORRECTIONS   |   |   |
| <small>BY (Authorized Signature)</small>   |   | <small>DATE SIGNED(Do not type)</small> |
|  |   |   |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>  |   |   |
| MARY JOLLS, Deputy Director  |   |   |
| <small>ADDRESS</small>   |   |   |
| 2590 Venture Oaks Way, Suite 200<br>Sacramento CA 95833  |   |   |

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## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – LEAD Grant Program

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

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. Program summary here...

B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal, which is attached 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 in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows and as specified in Section 1 of the Application for Funding/Grant Proposal:

**Authorized Officer** with legal authority to sign:

Name:

Title:

Address:

Phone:

**Designated Financial Officer** authorized to receive warrants:

Name:

Title:

Address:

Phone:

Fax:

Email:

**Project Director** authorized to administer the project:

Name:

Title:

Address:

Phone:

Fax:

Email:

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

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

### 4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in the Grant Program Request for Proposals.

### 5. PROGRESS REPORTS AND EVALUATIONS

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

**Progress Report Periods**

- 1) Start date through June 30, 2017
- 2) July 1, 2017 through September 30, 2017
- 3) October 1, 2017 through December 31, 2017
- 4) January 1, 2018 through March 31, 2018
- 5) April 1, 2018 through June 30, 2018
- 6) July 1, 2018 through September 30, 2018
- 7) October 1, 2018 through December 31, 2018
- 8) January 1, 2019 through March 31, 2019
- 9) April 1, 2019 through June 28, 2019

**Due no later than:**

- August 15, 2017  
November 15, 2017  
February 15, 2018  
May 15, 2018  
August 15, 2018  
November 15, 2018  
February 15, 2019  
May 15, 2019  
August 15, 2019

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

**6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

**7. CONFLICT OF INTEREST**

- A. Existing law prohibits any applicant entity, sub-grantee, partner or like party who participated on the LEAD Executive Steering Committee ((ESC (See Appendix A) from receiving funds from the grant for which the ESC was established. Government Code 1090 prohibits participation of financially interested individuals in the ESC process. A person who is "financially interested" includes employees of any governmental, nongovernmental entity or service provider that might receive funding through the applicable grant project. Additionally, a member could be "financially interested" if he or she serves with an organization that might make a contribution to the applicable grant project.

- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

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## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENTS**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.
- B. The only exception to the above is in regard to the invoice for the period covering April 1, 2019 through June 28, 2019. For this invoice only, the Grantee shall submit an estimate for the quarterly expenditures by May 1, 2019. The estimate must include a detailed accounting of the expenditures being claimed. The BSCC will provide payment for the final quarter prior to July 1, 2019. If Grantee underestimates the payment for the final invoice period, the BSCC will not pay the unclaimed amount. If Grantee overestimates the payment for the final invoice, Grantee will be responsible for returning the difference between the estimated and actual amounts to the BSCC. A final invoice for the final quarter must also be submitted to the BSCC no later than August 15, 2019. If Grantee owes money, it is due to the BSCC within 45 days of submission of the actual final invoice.

#### **Invoicing Periods**

#### **Due no later than:**

- |  |                   |
|--|-------------------|
| 1) Start date through June 30, 2017                        | August 15, 2017   |
| 2) July 1, 2017 through September 30, 2017                 | November 15, 2017 |
| 3) October 1, 2017 through December 31, 2017               | February 15, 2018 |
| 4) January 1, 2018 through March 31, 2018                  | May 15, 2018      |
| 5) April 1, 2018 through June 30, 2018                     | August 15, 2018   |
| 6) July 1, 2018 through September 30, 2018                 | November 15, 2018 |
| 7) October 1, 2018 through December 31, 2018               | February 15, 2019 |
| 8) January 1, 2019 through March 31, 2019                  | May 1, 2019       |
| 9) April 1, 2019 through June 28, 2019 – Estimated Invoice | May 1, 2019       |
| 10) Final Invoice  | August 15, 2019   |

- C. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period. Supporting documentation may be required for all expenditures.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC, or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

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

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

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

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide outlines eligible and ineligible 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 supplement existing funds for program activities and may not replace (supplant) non-State/grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

#### **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 provision, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

## 7. PROJECT BUDGET

| Budget Line Item   | A.<br>Grant Funds | B.<br>Hard Match Funds<br>(minimum 10%) | C.<br>Total Project Value |
|--|-------------------|---|---------------------------|
| 1. Salaries and Benefits<br>(Applicant Agency only)        | \$0               | \$0                                     | \$0                       |
| 2. Services and Supplies                                   | \$0               | \$0                                     | \$0                       |
| 3. Professional<br>Services/Public Agency<br>Contracts     | \$0               | \$0                                     | \$0                       |
| 4. Community-Based<br>Organization Contracts               | \$0               | \$0                                     | \$0                       |
| 5. Indirect Costs (not to<br>exceed 10% of grant<br>funds) | \$0               | \$0                                     | \$0                       |
| 6. Data Collection   | \$0               | \$0                                     | \$0                       |
| 7. Fixed Assets/Equipment                                  | \$0               | \$0                                     | \$0                       |
| 8. Other (Travel, Training,<br>etc.)                       | \$0               | \$0                                     | \$0                       |
| <b>TOTALS</b>  | \$0               | \$0                                     | \$0                       |

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### EXHIBIT C: GTC 610: GENERAL TERMS AND CONDITIONS

- 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.
- 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.
- 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.
- AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.  
  
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 307 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 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 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).)

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## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

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

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations**

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

#### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal, 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.

### **4. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants 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 all requirements of this Grant Agreement.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

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

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the 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.

## **5. 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 3 years following the end of the project period.

## **6. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 3 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.

## **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program

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

## **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

## **9. SETTLEMENT OF DISPUTES**

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

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.

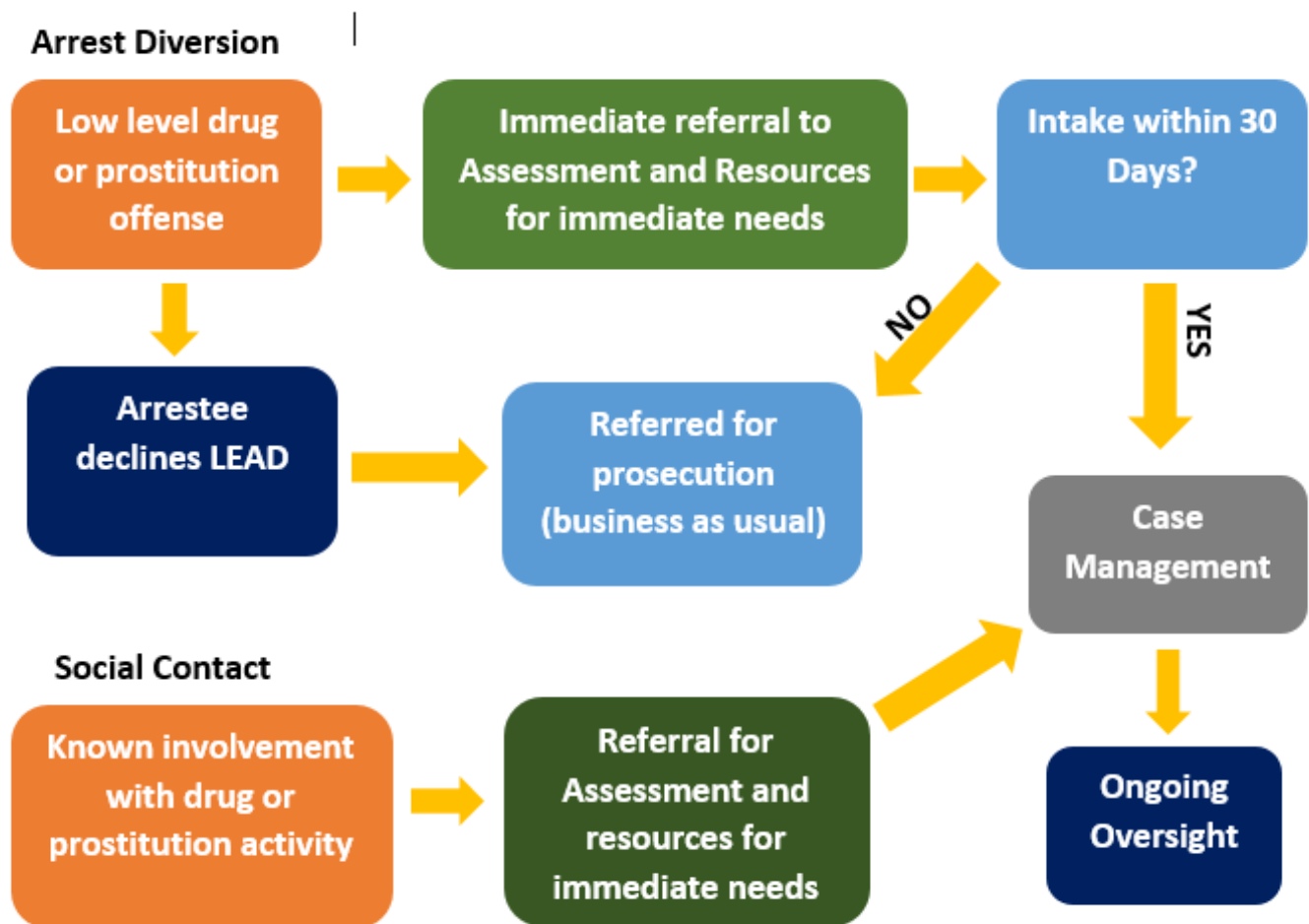
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**APPENDIX A: LEAD EXECUTIVE STEERING COMMITTEE**

**LEAD Executive Steering Committee**

- David Bejarano, ESC Co-Chair, BSCC Board Member, Police Chief, City of Chula Vista
- Francine Tournour, ESC Co-Chair, BSCC Board Member, Director, City of Sacramento
- John Bauters, Director of Government Relations, Californians for Safety and Justice, Alameda County
- Ellen McDonnell, Deputy Public Defender, Office of the Public Defender, Contra Costa County
- Kellen Russoniello, Staff Attorney, American Civil Liberties Union (ACLU), San Diego
- Rebecca Brown, President, Further The Work, Contra Costa County
- Brenda Grealish, Assistant Deputy Director, California Dept. of Health Care Services, Sacramento

## Attachment D: LEAD Flow Chart



**Assembly Bill (AB) 1733, Quirk-Silva. Public records: fee waiver, Chaptered September 29, 2014**

(1) Existing law establishes the State Department of Public Health and sets forth its powers and duties, including, but not limited to, the duties as State Registrar relating to the uniform administration of provisions relating to vital records and health statistics. Existing law requires the State Registrar, local registrar, or county recorder to, upon request and payment of the required fee, supply to an applicant a certified copy of the record of a birth, fetal death, death, marriage, or marriage dissolution registered with the official.

Existing law authorizes the issuance of certain records without payment of the fee.

This bill would, on or after July 1, 2015, require each local registrar or county recorder to issue, without a fee, a certified record of live birth to any person who can verify his or her status as a homeless person or a homeless child or youth, as defined. The bill would require a homeless services provider, as described that has knowledge of a person's housing status to verify the person's status as a homeless person or homeless child or youth for purposes of this provision. The bill would require the State Department of Public Health to develop an affidavit attesting to an applicant's status as a homeless person or homeless child or youth, and would provide that the affidavit is sufficient verification for purposes of obtaining the certified record of live birth, as specified. By imposing additional duties on county employees, the bill would impose a state-mandated local program.

(2) Existing law authorizes the Department of Motor Vehicles to issue an identification card to any person attesting to the true full name, correct age, and other identifying data as certified by the applicant for the identification card, and authorizes the assessment of related fees.

This bill would, on and after January 1, 2016, require the department to issue, without a fee, an original or replacement identification card to a person who can verify his or her status as a homeless person or homeless child or youth, as defined. The bill would authorize a homeless services provider, as described that has knowledge of a person's housing status to verify the person's status as a homeless person or homeless child or youth for purposes of this provision.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Digest Key

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

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BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.**

Section 103577 is added to the Health and Safety Code, to read:

103577.

(a) On or after July 1, 2015, each local registrar or county recorder shall, without a fee, issue a certified record of live birth to any person who can verify his or her status as a homeless



person or a homeless child or youth. A homeless services provider that has knowledge of a person's housing status shall verify a person's status for the purposes of this subdivision. In accordance with all other application requirements as set forth in Section 103526, a request for a certified record of live birth made pursuant to this subdivision shall be made by a homeless person or a homeless child or youth on behalf of themselves, or by any person lawfully entitled to request a certified record of live birth on behalf of a child, if the child has been verified as a homeless person or a homeless child or youth pursuant to this section. A person applying for a certified record of live birth under this subdivision is entitled to one birth record, per application, for each eligible person verified as a homeless person or a homeless child or youth. For purposes of this subdivision, an affidavit developed pursuant to subdivision (b) shall constitute sufficient verification that a person is a homeless person or a homeless child or youth. A person applying for a certified record of live birth under this subdivision shall not be charged a fee for verification of his or her eligibility.

(b) The State Department of Public Health shall develop an affidavit attesting to an applicant's status as a homeless person or homeless child or youth. For purposes of this section, the affidavit shall not be deemed complete unless it is signed by both the person making a request for a certified record of live birth pursuant to subdivision (a) and a homeless services provider that has knowledge of the applicant's housing status.

(c) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), the department may implement and administer this section through an all-county letter or similar instructions from the director or State Registrar without taking regulatory action.

(d) For the purposes of this section, the following definitions apply:

(1) A "homeless child or youth" has the same meaning as the definition of "homeless children and youths" as set forth in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

(2) A "homeless person" has the same meaning as the definition of that term set forth in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

(3) A "homeless services provider" includes:

(A) A governmental or nonprofit agency receiving federal, state, or county or municipal funding to provide services to a "homeless person" or "homeless child or youth," or that is otherwise sanctioned to provide those services by a local homeless continuum of care organization.

(B) An attorney licensed to practice law in this state.

(C) A local educational agency liaison for homeless children and youth designated as such pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code, or a school social worker.

(D) A human services provider or public social services provider funded by the State of California to provide homeless children or youth services, health services, mental or behavioral health services, substance use disorder services, or public assistance or employment services.

(E) A law enforcement officer designated as a liaison to the homeless population by a local police department or sheriff's department within the state.

## **SEC. 2.**

Section 14902 of the Vehicle Code is amended to read:  
14902.

(a) Except as otherwise provided in subdivisions (b), (c), and (d) of this section, subdivision (c) of Section 13002, and subdivision (c) of Section 14900, upon an application for an identification card a fee of twenty dollars (\$20), and on and after January 1, 2010, a fee of twenty-six dollars (\$26), shall be paid to the department.

(b) An original or replacement senior citizen identification card issued pursuant to subdivision (b) of Section 13000 shall be issued free of charge.

(c) The fee for an original or replacement identification card issued to a person who has been determined to have a current income level that meets the eligibility requirements for assistance programs under Chapter 2 (commencing with Section 11200) or Chapter 3 (commencing with Section 12000) of Part 3 of, or Part 5 (commencing with Section 17000) of, or Article 9 (commencing with Section 18900) of Chapter 10 of Part 6 of, or Chapter 10.1 (commencing with Section 18930) or Chapter 10.3 (commencing with Section 18937) of Part 6 of, Division 9 of the Welfare and Institutions Code shall be six dollars (\$6). The determination of eligibility under this subdivision shall be made by a governmental or nonprofit entity, which shall be subject to regulations adopted by the department.

(d) On and after January 1, 2016, a fee shall not be charged for an original or replacement identification card issued to any person who can verify his or her status as a homeless person or homeless child or youth. A homeless services provider that has knowledge of the person's housing status may verify the person's status for purposes of this subdivision. A determination of eligibility pursuant to this subdivision shall be subject to regulations adopted by the department. A person applying for an identification card under this subdivision shall not be charged a fee for verification of his or her eligibility.

(e) All fees received pursuant to this section shall be deposited in the Motor Vehicle Account.

(f) For purposes of this section, the following definitions apply:

(1) A "homeless child or youth" has the same meaning as the definition of "homeless children and youths" as set forth in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

(2) A "homeless person" has the same meaning as the definition set forth in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

(3) A "homeless services provider" includes:

(A) A governmental or nonprofit agency receiving federal, state, or county or municipal funding to provide services to a "homeless person" or "homeless child or youth," or that is otherwise sanctioned to provide those services by a local homeless continuum of care organization.

(B) An attorney licensed to practice law in this state.

(C) A local educational agency liaison for homeless children and youth designated as such pursuant to Section 11432 (g)(1)(J)(ii) of Title 42 of the United States Code, or a school social worker.

(D) A human services provider or public social services provider funded by the State of California to provide homeless children or youth services, health services, mental or behavioral health services, substance use disorder services, or public assistance or employment services.

(E) A law enforcement officer designated as a liaison to the homeless population by a local police department or sheriff's department within the state.

(F) Any other homeless services provider that is qualified to verify an individual's housing status, as determined by the department.

**SEC. 3.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

## Attachment F: Definition of Key Terms for the Project Work Plan

### **Goal versus Objective**

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

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program<sup>8</sup>.

Examples of goal statements<sup>9</sup>:

- To reduce the number of young people charged with serious and chronic juvenile offenses.
- To divert young people charged with nonviolent juvenile offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities<sup>10</sup>. Objectives detail the tasks that must be completed to achieve goals<sup>11</sup>. Descriptions of objectives in the proposals should include three elements<sup>12</sup>:

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

Examples of program objectives<sup>13</sup>:

- By the end of the 18 months grant period, 65% of young people with substance use disorder who agree to accept treatment for SUD will report that their incidence of use of the targeted substance has declined by 75% over the prior nine months
- Young people charged with a violent offense will be placed in an intensive supervision program within two weeks of adjudication to foster juvenile rehabilitation and enhance community safety.
- By program completion 85% of participants will have fulfilled all terms of their victim mediation agreements.

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<sup>8</sup> 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/njiec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

<sup>9</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 4. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

<sup>10</sup> National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

<sup>11</sup> Id.; see supra fn 1.

<sup>12</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/njiec/publications/program-evaluation.pdf>.

<sup>13</sup> Id.

## Attachment G: Resources: Effective Evidence-Based Programs, Practices and Strategies

### Resources: Effective Evidence-Based Programs, Practices and Strategies

The following website resources are provided as they may be useful to applicants in the proposal development process. The BSCC does not consider this list exhaustive and it is offered only as a 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>

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/>

Justice Research and Statistic Association: <http://www.jrsa.org/>

National Institute of Corrections: <http://nicic.gov/Library/>

National Institute of Justice, New Tool for Law Enforcement Executives: <http://nij.gov/five-things/>

National Reentry Resource Center: <http://nationalreentryresourcecenter.org/>

National Registry of Evidence-Based Programs and Practices: <http://nrepp.samhsa.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:  
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration:  
[www.samhsa.gov/ebpwebguide](http://www.samhsa.gov/ebpwebguide)

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices: <http://www.nrepp.samhsa.gov>

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

## Attachment H: Sample Board Resolution

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

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

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WHEREAS the (insert name of Applicant Agency) desires to participate in the Law Enforcement Assisted Diversion (LEAD) Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

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

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

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

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

Ayes:

Notes:

Absent:

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

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

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

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

**ADMINISTRATIVE REVIEW**

**Section 1- General**

1. Does the project have a copy of the fully executed Standard Agreement in the official file?
2. Does the project have a copy of the Grant Administration and Audit Guide in the official file?
3. Does the agency have an organizational chart for each department involved with the program?
4. Does the project maintain duty statements for staff paid with grant funds?  
\*Duty statements must be specific to the activities performed in relationship to the grant.
5. Does the project maintain time sheets on all staff charged to the grant?
6. Does the project maintain functional timesheets or conduct time studies for split-funded positions?  
\*Estimates and/or percentages are not acceptable.
7. Can salaries and benefits be easily tied back to reimbursement invoices?
8. Does the project verify that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream?
9. Are all authorized positions filled and performing grant-related duties?
10. Are there any anticipated changes to staff or the project? If yes, explain:
11. Does this grant provide for contracted services?
12. Are copies of the subcontract awards contained within the official project file?
13. Do subcontracts contain the required language (i.e., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance)? If no, what is missing/incomplete?
14. What type of documentation detail does the agency keep for contractor service delivery billing (e.g., client sign-in logs, time/duration of services)?
15. Are copies of project budget modifications contained in the official file?
16. Were there any substantial modifications made that were not approved by the BSCC?
17. Did the project provide a Fidelity Bond, if applicable?
18. Does the grantee have a sustainability plan to continue service delivery after grant funds expire? If yes, what sources for continuation funds are already secured, leveraged or possible?

**Section 2 – Civil Rights Compliance (as applicable to state funded programs)**

19. Does the grantee have an Equal Employment Opportunity Plan (EEOP) on file for review?  
If yes, on what date did the grantee prepare the EEOP?
20. Has the grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ), if applicable?
21. 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.)?

22. 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.)?
23. Are there 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?
24. If the grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:
  - a. Adopted grievance procedures that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of DOJ regulations prohibits discrimination on the basis of a disability in employment practices and the delivery of services?
  - b. Designated a person to coordinate compliance with prohibitions against disability discrimination?
  - c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?
25. If the grantee operates an education program or activity, have they taken the following actions?
  - a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibits discrimination on the basis of sex?
  - b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?
  - c. 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?
26. Has the grantee 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?
27. 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.
28. Is training conducted for its employees on the requirements under federal civil rights laws?
29. If the grantee conducts religious activities as part of its program or services, do they:
  - a. Provide services to everyone regardless of religion or religious belief?
  - b. 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?
  - c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs?

## **FISCAL REVIEW**

30. Does the agency maintain an official budget file for the project?
31. Are there written fiscal policies and procedures?
32. Do the procedures provide for internal control processes for:
  - a. Agreement receipts and deposits?



- b. Agreement disbursements?
  - c. Invoicing including how amounts are computed for BSCC invoices?
33. Are financial invoices current?
  34. Are copies of the invoices for reimbursement within the official file?
  35. Do fiscal accounting records reviewed contain adequate supporting documentation for all claims on invoices?
  36. Does the source documentation reviewed appear to support amounts invoiced?
  37. Does the program/agency maintain supporting documentation or calculation overview for the administrative overhead line item?
  38. Do expenditures appear to meet contract eligibility, as defined in the BSCC Contract Administration and Audit Guide?
  39. Are BSCC contract funds deposited into separate fund accounts or coded to distinguish grant funds from other fund sources?
  40. Does the agency maintain a tracking system for the receipts and disbursements related to the grant program?
    - a. Are the tracking reports reviewed by management and/or program staff?
    - b. How are discrepancies, if any, investigated and resolved?
  41. Can the project/agency provide general ledgers documenting the entries for receipts and disbursements?
  42. Did the project purchase or lease equipment/fixed assets with contract funds during the monitoring period?
    - a. If the equipment/fixed assets purchased were more than \$2,000 per item, is there an approval of purchase by the BSCC?
    - b. Was the equipment in the budget or in a Budget Modification?
    - c. Is there an inventory list of equipment/fixed assets purchased with grant funds?
    - d. Does the project maintain proof of receipt of goods?
  43. Does the project verify that expenditures submitted for grant reimbursement are not also claimed/reimbursed under another separate agreement or funding stream?
  44. Does the project comply with the match requirement?
    - a. If the project is currently under-matched, is there a plan to meet the contractually obligated match amount?
  45. Does the project generate income from grant funds?
    - a. If yes, has the project submitted a Project Income Reporting form?
    - b. If project income is generated, will any be reverted to the BSCC?
  46. Does the project conduct desk audits of subcontract agencies?
  47. Does the project require subcontract agencies to submit source documentation with their billing invoice?
  48. What type of audit will the project submit?
  49. Does the agency have audit reports covering the agency's internal control structure within the last two years?

### **PROGRAM REVIEW**

50. Does the project maintain source documentation (e.g. case records, files, sign-up sheets, etc.) for the clients served?

51. Do the project records reviewed provide sufficient detail to support information reported in Progress Reports?
52. Are Progress Reports current?
53. Has the project experienced operational or service delivery problems?

**PROGRAM DATA AND OUTCOMES**

54. What is the plan for collecting and evaluating data to measure performance and outcomes of project activity?
55. Who is the contact person responsible for collecting and evaluating the data?
56. Are there any preliminary findings or evidence of project impact?

## Attachment J: Technical Compliance Review

### Proposal Submission-

- Application was received at the BSCC by 12:00 p.m., Wednesday February 1, 2017.
- Package includes one (1) original signed proposal marked "Original Copy" and a scanned copy that is emailed to LEAD@bscc.ca.gov.
- Proposal is on 8 ½" x 11" single-sided white paper, 1.5 line spaced, Arial 12-point font, one (1) inch margins on all four sides.

### Section I: Applicant Information-

- Section I was completed with all required information.
- Section I was signed by the Senior Administrative Officer, authorized to sign the agreement.

Section I (a): Project Abstract is within the one (1) page limit.

### Section II – VII (a): Proposal Narratives-

- BSCC format has been followed: Arial 12-point font, 1.5 spaced, one-inch margins.
- Proposal narrative sections II –VII (a) do not exceed 25 pages in totality

### Sections VII (a) – (b): Proposed Budget-

- Requested funding is no more than \$5,900,000.
- Budget tables and line item detail are:
  - Complete and identified in whole dollars;
  - Calculated accurately for column and row totals; and
  - Equals to the amount provided in Section I (A) and the proposed match amount equals the amount provided in Section I (B).
- Cash Match is documented at a minimum of ten percent (10%) of the grant funds requested.
- Budget detail is provided and includes grant funds requested and match funding information.

### Section VIII: LEAD Project Work Plan

### Section IX: Key Stakeholder Committee Roster

### Section X: List Partner Agencies and Services

### Required Attachments

- Memorandums of Understanding (MOUs) to include Statements of Intent