



Adult Reentry Grant Program

REQUEST FOR PROPOSALS

Eligible Applicants: California
Nonprofit Community-Based Organizations

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

RFP Released: January 18, 2019

Letters of Intent Due: February 6, 2019

Proposals Due: March 25, 2019 - 5:00 p.m.



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CONFIDENTIALITY NOTICE:

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

Part I: Grant Information

Background

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

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

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

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

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

Contact Information

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

- Rental Assistance
- Warm Hand-Off Reentry Services

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

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

Bidder's Conferences

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

Wednesday, February 6, 2019

10:00 a.m.

Board of State and Community Corrections
1st Floor Training Room
2590 Venture Oaks Way
Sacramento, CA 95833

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

EMAIL RSVP to: AdultReentryGrant@bscc.ca.gov

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

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

Letter of Intent

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

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

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

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

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

AdultReentryGrant@bscc.ca.gov

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

Proposal Due Date and Submission Instructions

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

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

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

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

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

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

Attn: Adult Reentry Program

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

AdultReentryGrant@bscc.ca.gov

Executive Steering Committee

Adult Reentry Grant Program Executive Steering Committee

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

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

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

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

Conflicts of Interest

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

Description of the Grant

Grant Period

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

Eligibility to Apply

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

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

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

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

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

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

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

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

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

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

Target Population

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

Housing First Approach to Service Delivery

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

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

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

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

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

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

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

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

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

Sub-Applications

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

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

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

Eligible Activities

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

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

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

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

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

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

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

Funding Information

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

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

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

Use of Effective Programs

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

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

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

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

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

General Grant Requirements

Grant Agreement

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

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

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

Governing Board Resolution

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

Supplanting

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

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

Audit Requirements

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

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

Funding Disbursement and Invoices

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

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

Quarterly Progress Reports

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

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

Grantee Orientation Process

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

Travel

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

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

Out-of-State Travel

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

Debarment, Fraud, Theft, or Embezzlement

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

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

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

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

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

Compliance Monitoring Visits

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

Overview of the RFP Process

Confirmation of Receipt of Proposal

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

Disqualification

The following will result in an automatic disqualification:

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

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

Technical Compliance Review

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

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

Notification

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

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

Rating Process

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

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

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

Summary of Key Dates

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

Activity	Date
Release Request for Proposals	January 18, 2019
Bidder's Conference #1 (Sacramento)	February 6, 2019
Letter of Intent Due to the BSCC	February 8, 2019
Sub-Proposals Due to the BSCC	March 25, 2019
Proposal Rating Process and Development of Funding Recommendations	April-June 2019
BSCC Board Considers Funding Recommendations	July 11, 2019

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

Scoring Process

Rating Factors

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

Adult Reentry Program Rating Factors and Scoring System

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

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

Five-Point Rating Scale

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

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

Part II: Rental Assistance Sub-Proposal Instructions

The following items are included in this section:

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

DRAFT

Adult Reentry Grant Program

Rental Assistance Sub-Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

Rental Assistance Sub-Proposal Checklist

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

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

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

X

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

ATTACHMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED.

Rental Assistance Applicant Information Form: Instructions

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

Rental Assistance Sub-Applicant Information Form

A. LEAD APPLICANT		B. TAX IDENTIFICATION NUMBER		
NAME OF APPLICANT		TAX IDENTIFICATION #:		
STREET ADDRESS	CITY	STATE	ZIP CODE	
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	
C. CBO APPLICANTS: List the cities and towns in which your organization will provide Adult Reentry Program Rental Assistance funded services.				
D. PROJECT TITLE:				
E. PROJECT SUMMARY (100-150 words):				
F. GRANT FUNDS REQUESTED:		G. APPLICANT IS A 501(c)3		H. VERIFICATION OF 501(c)3 STATUS
\$		YES <input type="checkbox"/> NO <input type="checkbox"/>		IRS 990 <input type="checkbox"/> Letter of Determination <input type="checkbox"/>
I. PROJECT DIRECTOR:				
NAME		TITLE		TELEPHONE NUMBER
STREET ADDRESS			FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS	
J. FINANCIAL OFFICER:				
NAME		TITLE		TELEPHONE NUMBER
STREET ADDRESS			FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS	
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE

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

CONFIDENTIALITY NOTICE:

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

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

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

1) Rental Assistance - Project Need

2) Rental Assistance - Project Description

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

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

3) Rental Assistance - Project Budget

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

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

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

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

Five-Point Rating Scale

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

Address the Rating Factor below in narrative form:

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

Address the Rating Factor below in narrative form:

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

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

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

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

Rental Assistance Budget Attachment Instructions:

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

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

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

Rental Assistance Budget Attachment- [Link](#)

Attachment A: Rental Assistance Sub-Proposal Work Plan

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

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

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

The following items are included in this section:

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

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Adult Reentry Grant Program

Warm Hand-Off Reentry Services Sub-Proposal Package Coversheet

Submitted by:

Applicant Name:

Date Submitted:

Date:

Warm Hand-Off Reentry Services Sub-Proposal Checklist

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

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

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

X _____

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

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

Warm Hand-Off Reentry Services Applicant Information Form: Instructions

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

Warm Hand-Off Reentry Services Sub-Applicant Information Form

A. LEAD APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT		TAX IDENTIFICATION #:	
STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. CBO APPLICANTS: List the cities and in which your organization will provide Adult Reentry Program Warm Hand-Off Reentry Services funded services.			
D. PROJECT TITLE:			
E. PROJECT SUMMARY (100-150 words):			
F. GRANT FUNDS REQUESTED:		G. APPLICANT IS A 501(c)3	H. VERIFICATION OF 501(c)3 STATUS
\$		YES <input type="checkbox"/> NO <input type="checkbox"/>	IRS 990 <input type="checkbox"/> Letter of Determination <input type="checkbox"/>
I. PROJECT DIRECTOR:			
NAME		TITLE	TELEPHONE NUMBER
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
J. FINANCIAL OFFICER:			
NAME		TITLE	TELEPHONE NUMBER
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

K. DAY-TO-DAY PROGRAM CONTACT:

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

L. DAY-TO-DAY FISCAL CONTACT:

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

M. AUTHORIZED SIGNATURE

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

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

CONFIDENTIALITY NOTICE:

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

(Gov. Code, § § 6250 et seq.)

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

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

1) Warm Hand-Off Reentry Services - Project Need

2) Warm Hand-Off Reentry Services - Project Description

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

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

3) Warm Hand-Off Reentry Services - Project Budget

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

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

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

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

Five-Point Rating Scale

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

Address the Rating Factor below in narrative form:

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

Address the Rating Factor below in narrative form:

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

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

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

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

Warm Hand-Off Reentry Services Budget Attachment Instructions:

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

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

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

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

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

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

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

General RFP Appendices

General RFP Appendix ASenate Bill 840

General RFP Appendix BSenate Bill 1380

General RFP Appendix CResource Lists and Glossary Terms

General RFP Appendix D Sample Grant Agreement

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

General RFP Appendix F..... Sample BSCC Comprehensive Monitoring Tool

General RFP Appendix G Project Work Plan

General RFP Appendix H Adult Reentry Grant Executive Steering Committee Roster

DRAFT

General RFP Appendix A: Senate Bill 840

Adult Reentry Grant

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

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

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

Provisions:

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

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

General RFP Appendix B: Senate Bill 1380

SENATE BILL 1380 CHAPTER 847

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

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

LEGISLATIVE COUNSEL'S DIGEST

SB 1380, Mitchell. Homeless Coordinating and Financing Council.

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

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

Digest Key

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

Bill Text

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

SECTION 1.

The Legislature finds and declares all of the following:

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

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

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

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

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

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

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

SEC. 2.

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

CHAPTER 6.5. Housing First and Coordinating Council

8255.

For purposes of this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8256.

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

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

8257.

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

(b) The council shall have the following goals:

(1) To oversee implementation of this chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General RFP Appendix C: Resource Lists and Glossary Terms

Housing First

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

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

Principles of Effective Intervention

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

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

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

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

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

Examples of goal statements⁶:

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

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

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

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

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

⁵ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/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>.

⁶ *Id.* at p. 4.

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

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

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

Examples of program objectives¹⁰:

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

Harm Reduction

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

Harm Reduction Principles:

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

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

⁸ *Id.*; see *supra* fn 1.

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

¹⁰ *Id.*

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

General RFP Appendix D: Sample Grant Agreement

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER BSCC XXX-19	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

AUGUST 1, 2019

THROUGH END DATE

FEBRUARY 28, 2023

3. The maximum amount of this Agreement is:

\$000,000.00

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

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


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

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

CONTRACTOR

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


GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED		

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Ste 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING MARY JOLLS	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

1. GRANT AGREEMENT – Adult Reentry Grant

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

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:
Email:

Designated Financial Officer authorized to receive warrants:

Name:
Title:
Address:
Phone:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:
Email:

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

EXHIBIT A
SAMPLE - SCOPE OF WORK

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

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Progress Report Periods

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

Due no later than:

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

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

6. PROJECT RECORDS

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

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

EXHIBIT A
SAMPLE - SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

A.

Quarterly Invoice Periods:

Due No Later Than:

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

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

C. Any unspent funds remaining at the end of the grant period must be returned to the BSCC.

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

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

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

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

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

EXHIBIT B**SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS**

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

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B
SAMPLE - BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 04/2017

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS**A. Compliance with Laws and Regulations**

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

B. Fulfillment of Assurances and Declarations

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

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

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

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

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

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

10. WAIVER

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

APPENDIX A
ADULT REENTRY GRANT EXECUTIVE STEERING COMMITTEE ROSTER

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

APPENDIX B

Criteria for Non-Governmental Organizations Receiving ARG Funds

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

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

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

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

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

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

Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantee: **Award Year:** 1 2 3 4
(as applicable)

Grant Program: **Federal Funds:** **State Funds:**

Contract Number: **Grant Amount:**

Project Title:

Project Director: **Financial Officer:**

Project Director Phone: **Financial Officer Phone:**

Project Director E-Mail: **Financial Officer E-mail:**

Field Representative: **Date of Visit:**

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

Project Sites Visited (Name, Address):

Project Summary:

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

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

2. BSCC Grant Administration Guide

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

3. Organizational Chart

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

4. Duty Statements

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

5. Timesheets

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

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

6. Staff Positions

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

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

7. Anticipated Changes

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

8. Subcontracts

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

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

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

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

9. Budget Modifications

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

Yes No N/A

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

Yes No

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

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

Yes No N/A

Field Representative Comments for Administrative Review Section:

Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

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

1. Equal Employment Opportunity Plan

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

Yes No

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

2. EEOP Short Form

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

Yes No N/A

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

3. Notification to Program Participants

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

4. Notification to Employees

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

Explain in Civil Rights Review Comments section.

5. Complaints

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

Yes No N/A

6. Discrimination on the Basis of Disability

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

7. Discrimination on the Basis of Sex

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

8. Findings

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

Yes No N/A

9. Limited English Proficiency

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

10. Training

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

Yes No N/A

11. Religious Activities

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

III. FISCAL REVIEW

1. Budget File

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

2. Fiscal Policies and Procedures

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

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

3. Invoices

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

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

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

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

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

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

4. Tracking

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

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

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

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

5. Equipment/Fixed Assets

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

6. Supplanting

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

Yes No

7. Match

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

Yes No N/A

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

8. Project Income

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

Yes No N/A

9. Subcontracts

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

Yes No N/A

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

Describe in the Fiscal Review Comments section.

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

10. Audits

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

Single City/County Audit Report

Program Specific Audit

Other

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

Yes No

Field Representative Comments for Fiscal Review Section:

Number comments to correspond to Fiscal Review items.

IV. PROGRAM REVIEW

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

1. Governing Body

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

Yes No N/A

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

Yes No N/A

1c. Are all of the required members participating?

Yes No N/A

2. Evidence-Based Interventions

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

List in the Program Review Comments section.

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

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

Yes No

3. Assessments

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

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

4. Staff Training

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

Yes No

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

Yes No

5. Policies & Procedures

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

Yes No

5b. Are they accessible to staff?

Yes No

6. Case Management/Tracking

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

Yes No N/A

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

Explain in the Program Review Comments section.

7. Source Documentation

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

8. Progress Reports

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

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

If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.

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

10. Sustainability

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

Yes **No**

Describe in the Program Review Comments section.

11. Other Requirements Reviewed

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

Yes **No**

Field Representative Comments for the Program Review Section:

Number comments to correspond to Program Review items.

V. DATA COLLECTION AND EVALUATION

1. Evaluator

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

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

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

2. Evaluation Plan

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

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

3. Preliminary Evidence

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

No **N/A**

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

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

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

VI. MONITORING SUMMARY

1. Outcome of Visit

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

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

1c. Describe here:

2. Technical Assistance

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

2b. Describe here:

SAMPLE

General RFP Appendix G: Project Work Plan

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

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

General RFP Appendix H: ARG Executive Steering Committee Roster

Adult Reentry Grant ESC Roster

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