

BOS No.  
Infor Contract No.5974

**AGREEMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Wayfarer Center, dba Fourth and Hope, a non-profit authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, County desires to obtain emergency housing and support services for Proposition 47 (“Prop 47”) Connections to Care (“C2C”) clients; and

**WHEREAS**, County has entered into a contract with the Board of State and Community Corrections (“BSCC”), a copy of which is attached hereto and incorporated herein as Attachment I (State Agreement No. BSCC 556- 22, hereinafter “State Contract”); and

**WHEREAS**, the State Contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in State Contract and that all County subcontractors, including, but not limited to, Contractor, comply with such terms and conditions; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

**WHEREAS**, Contractor understands that County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, County and Contractor agree as follows:

**I. TERM**

**A.** The term of this Agreement shall be from **January 1, 2026 through September 1, 2026** unless sooner terminated as provided in this Agreement.

**B.** Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

**II. SERVICES**

**A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement, including, but not limited to, all

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exhibits, and in a manner satisfactory to the Health and Human Services Agency Director (“HHS A Director”).

**B.** Contractor shall comply with the applicable provisions of any regulatory or sub-regulatory guidance issued by County or authorized federal and state government agencies as incorporated herein as if fully set forth in this place, including those found in State Contract.

**C.** Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (“CBOs”) and Contract Administration Manual for CBOs, available at <https://www.yolocounty.org/business/community-based-organization-cbo-resources>.

**D.** County reserves the right to update the documents and related weblink(s) referenced above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement without processing an amendment.

**III. COMPENSATION AND PAYMENT TERMS**

**A.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

**B. 1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through September 1, 2026 shall be no greater than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** specified as follows:

Fiscal Year 2025-26 January 1, 2026 through June 30, 2026	Fiscal Year 2026-27 July 1, 2026 through September 1, 2026	Total
\$333,333	\$166,667	<b>\$500,000</b>

**2.** County shall pay Contractor using a combination of funding sources, as County deems appropriate.

**IV. COUNTY AUTHORITY**

**A.** The HHS A Director may exercise optional extensions, if any, and issue any general notices regarding the administration of this Agreement.

**B.** County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”), or designee, may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager, or designee, may also issue termination notices in conformance with Section I. of this Agreement and Exhibit C, Section XI.

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**C.** Yolo County Board of Supervisors (“BOS”) Authority: All other authority related to this Agreement is reserved by the Yolo County BOS.

**V. ENTIRE AGREEMENT**

**A.** The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form
- Attachment I – State Contract-BSCC 556-22

**B.** County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

**C.** This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

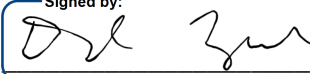
[Signatures Follow]

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year last set forth below.

**CONTRACTOR**


Signed by:  
By:   
7AF283AECFBE43C...  
Doug Zeck, Executive Director  
Yolo Wayfarer Center

Date: 3/12/2026

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Sheila A. Allen , Chair  
Board of Supervisors

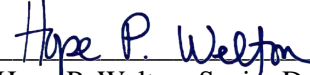
Date: \_\_\_\_\_

Signed by:  
  
11711BEA9F074CE...  
Monica Morales, HHSA Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Phillip J. Pogledich, County Counsel

By:   
Hope P. Welton, Senior Deputy

## **EXHIBIT A – SCOPE OF SERVICES**

Contractor shall provide services in accordance with the following provisions.

### **I. SERVICE LOCATION(S)**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Fourth and Hope  
1901 East Beamer St  
Woodland, CA, 95776

### **II. PURPOSE**

**A.** To provide emergency shelter beds and supportive services for individuals enrolled in the Yolo County Prop 47 Connections to CARE (C2C) Program. Fourth and Hope program services are intended to promote C2C participant stability, engagement in case management, progress toward self-sufficiency, and placement into stable housing.

### **III. TARGET POPULATION**

Yolo County Prop 47 C2C clients.

### **IV. SERVICES**

#### **A. Emergency Shelter Beds**

1. Contractor shall provide ten (10) designated emergency shelter beds for clients enrolled in the Yolo County Prop 47 C2C Program.
2. Beds shall be allocated to clients for the duration of their enrollment in the C2C program.

#### **B. Shelter Operations and Basic Needs**

1. The Emergency Shelter Services program shall operate twenty-four (24) hours per day, seven (7) days per week, 365 days per year.
2. Contractor shall provide staff during operating hours and at a minimum two (2) staff during evenings and weekends.
3. Clients will be required to check-in at 5 pm each night unless previously arranged with staff do to work schedules, treatment schedules, or other commitments to the C2C program, which may include but is not limited to court and Know Your Rights Workshops.
4. Contractor shall provide three (3) daily meals with assistance of community volunteers.
5. Clients shall have access to showers, laundry facilities, telephones, and mail services.
6. Contractor shall provide three (3) hygiene items and clothing to clients in need.
7. The courtyard and dining hall may be opened during daytime hours based on weather conditions and staff availability.

#### **C. Case Management Services**

1. All program clients residing in the emergency shelter shall be enrolled in C2C case management services.

## EXHIBIT A – SCOPE OF SERVICES

2. Contractor shall collaborate and assist C2C providers to stabilize clients This may include communication on client behavior, care coordination, or anything that may impact a C2C clients' success being housed at the emergency shelter or successfully completing the C2C program.
3. Contractor may collaborate with the C2C Intensive Case Management team or C2C housing and employment services team to ensure successful placement at the shelter.
4. The Emergency Shelter staff will collaborate and coordinate with the C2C case management team, which includes the ICM (CommuniCare Ole), Housing, and Employment specialist (BACS) case management teams and allow the staff to connect with C2C clients on site.

### V. REQUIREMENTS

A. Contractor shall utilize the Homeless Management Information System (“HMIS”) and submit required HMIS Roster reports reflecting clients served during the applicable reporting period.

Submit required reporting to [Serena.Bhagirath@yolocounty.gov](mailto:Serena.Bhagirath@yolocounty.gov) and [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov).

B. Contractor shall collaborate with Prop 47 C2C Data Evaluator (RAND) & Yolo County HHSA for data inquiries, interviews, state quarterly reporting, performance measures, and for the Final Evaluation reporting.

C. Contractor shall participate in Prop 47 meetings and check in. It is mandatory for contractors to present program data and updates to the Local Advisory Committee (LAC)

## EXHIBIT B – TERMS OF PAYMENT

### I. METHOD OF PAYMENT

- A. 1.** Contractor shall submit a claim/invoice for payment to County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B. 1.** Claims/invoices for payment shall be submitted to County in an electronic format on a form approved by County. Any County required supporting documentation, shall accompany the claim/invoice. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
- 2.** Claims/invoices shall be submitted to [HHSAContractsPayables@yolocounty.gov](mailto:HHSAContractsPayables@yolocounty.gov), [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov) and [Serena.Bhagirth@yolocounty.gov](mailto:Serena.Bhagirth@yolocounty.gov).
- 3.** Contractor shall submit the final invoice for services performed through September 1, 2026, no later than September 15, 2026.
- C.** County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D.
- 1.** Contractor shall adhere to the contract budget(s) in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- 2.** Amendments to the contract budget(s) including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the HHSA Director for approval. Contract budget amendments must be approved pursuant to Section IV. of this Agreement.
- D.** In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- E. 1.** County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
- 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- 3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by HHSA Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- 4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the HHSA Director.

**EXHIBIT B – TERMS OF PAYMENT**

**F.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, County’s obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, County’s receipt of such funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.

**G.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**H.** Contractor shall hold harmless the State and clients in the event that County does not pay for services in accordance with this Agreement.

## EXHIBIT C – TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon this representation in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

**A.** Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

**B.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

**C.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

### III. RECORDS, RETENTION, REVIEW, ETC.

**A.** Records include, but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

#### **B. Financial Records**

**1.** Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

**2.** Contractor shall preserve and make available his/her financial records for a period of three (3) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

**a.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

**b.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

## EXHIBIT C – TERMS AND CONDITIONS

- C. In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of records. All records shall be made available to County in an electronic format readable by County.
- D. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.
- E. Contractor shall provide any documentation requested by County demonstrating that funds allocated for the ten (10) designated emergency shelter beds were expended for eligible uses benefiting the target population.
- F. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. REPORTS

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by the HHSA Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the HHSA Director

#### A. Program Reports

**1. Performance Outcome Measures (POM) Report:** (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures. Contractor shall make these data and reports available to County, as specified in Exhibit F, Performance Measures.

#### B. Other Annual Report(s)

**1. Certified Audited Financial Reports** (see Section V., below)

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within forty-five (45) days of the expiration or termination.

**2. These annual reports shall be sent to:**

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Fiscal

### V. AUDITS

A. Contractor shall allow County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities

## EXHIBIT C – TERMS AND CONDITIONS

maintained by Contractor and its subcontractors pertaining to such services at any time.

**B.** Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for three (3) from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this Exhibit.)

**C.** Any failure or refusal by Contractor to permit access to records by County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

**D.** Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

**E.** Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend one million dollars (\$1,000,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2024 Revision) and provided in a form satisfactory to the HHS Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period and are made available to the State and/or County upon request.

**F.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

**G.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## VI. PROGRAM EVALUATION

**A.** Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable federal, state and county laws, regulations, and directives.

**B.** Contractor shall permit, at any reasonable time, County, state and/or federal government personnel

## EXHIBIT C – TERMS AND CONDITIONS

designated by the HHSA Director to enter Contractor’s premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the HHSA Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable, Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

### VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (“LGBTQ”) individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (“CLAS”) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

### VIII. CONFIDENTIALITY, PRIVACY AND SECURITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of client information,
2. the privacy and security requirements of Exhibit E attached hereto; and
3. the confidentiality requirements of Exhibit G and Exhibit H attached hereto.

B. The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSA’s clients and program administration.

## EXHIBIT C – TERMS AND CONDITIONS

- C. County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.
- D. In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify the HHSA Director immediately by telephone at (530) 661-8651, or by email at [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov).

### IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County, and Contractor agrees to deliver and assign the foregoing to County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.
- B.
  1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.
  2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.
  3. Annually, Contractor shall submit to County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

### X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer (“CAO”) who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the CAO shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County BOS. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County BOS at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the CAO’s decision. The decision of the County BOS on the appeal shall be final for purposes of exhaustion of administrative remedies.

### XI. TERMINATION

- A. Should either party fail to substantially perform its obligations in accordance with this Agreement,

## EXHIBIT C – TERMS AND CONDITIONS

the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**B.** This Agreement is subject to County, the State and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from the State and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which event County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant this Agreement. If County terminates the Agreement pursuant to this subparagraph, County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the HHS Director before such termination and for which funds have appropriated as required by law.

**C.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor.

**D.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the HHS Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by County shall remain the sole and exclusive property of Contractor.

**E.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by County without the express written permission of the HHS Director.

## XII. APPLICABLE LAWS

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

**EXHIBIT C – TERMS AND CONDITIONS****XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by BOS or the CAO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

**XIV. INDEMNIFICATION**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless County and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

**C.** Any subcontractor must agree to be bound to County in the same manner and to the same extent as Contractor is bound to County under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

**XV. INSURANCE**

**A.** During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

**1. Minimum Scope of Insurance** – Coverage shall be at least as broad as the latest version of the following:

**a. Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to

**EXHIBIT C – TERMS AND CONDITIONS**

endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

**b. Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

**c. Workers’ Compensation and Employers’ Liability:** Workers’ Compensation insurance as required by the State of California and Employers’ Liability.

**d. Professional Liability (Errors and Omissions)** (If applicable, see below)

**2. Minimum Limits (as applicable)** – Insurance coverage shall be with limits not less than the following:

**a. Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

**b. Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

**c. Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement-Contractor must provide this insurance. If not, then this requirement automatically does not apply).

**d. Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**3. Other Insurance Provisions**

**a. Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

**b. Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

**c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days’ notice to County.

**d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that

## EXHIBIT C – TERMS AND CONDITIONS

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
  5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right

**EXHIBIT C – TERMS AND CONDITIONS**

to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

**E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**XVI. WORKERS' COMPENSATION**

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a form substantially as set forth below.

**WORKERS’ COMPENSATION CERTIFICATE**

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

**XVII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**  
Yolo Wayfarer Center  
207 Fourth Street  
Woodland, CA 95695  
Attn: Doug Zeck, Executive Director

**County:**  
Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: HHS Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

## EXHIBIT C – TERMS AND CONDITIONS

**Contractor:**

[Dzeck@fourthandhope.org](mailto:Dzeck@fourthandhope.org)

**County:**

Contracts Unit: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)

Contract Administrator:

[Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov)

**C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

### **XVIII. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to County for all work undertaken by subcontractors.

### **XIX. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the Parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the Parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

### **XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

**A.** Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any federal or state government program(s).

**B.** Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any federal or state government program(s) within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than annually.

**C.** Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, state or federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other

## EXHIBIT C – TERMS AND CONDITIONS

person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any federal or state government program(s). Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any federal or state government program(s).

**D.** Contractor shall provide County information as requested by the HHSA Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any federal or state government program(s).

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any federal or state government program(s).

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

**1.** By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

**2.** By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

**b.** Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein.

**d.** Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**e.** Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

## EXHIBIT C – TERMS AND CONDITIONS

f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

### XXI. FALSE CLAIMS

A. Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

### XXII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

### XXIV. AMENDMENT

This Agreement may be amended only by written instrument signed by County and Contractor; provided, however, that County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations that may be imposed upon County by the Federal or State government including those set forth in the State Contract(s), any applicable regulations or sub-regulatory guidance; or to reflect any changes to same. See section IV. of the Agreement regarding specific amendment authority and County authority to exercise optional extensions.

**EXHIBIT C – TERMS AND CONDITIONS**

**XXV. WAIVER**

The waiver by County or any of its officers, agents, or employees, or the failure of County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

**XXVI. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

**XXVII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**XXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liability

**EXHIBIT D – CONTRACT BUDGET**

<b>Yolo Wayfarer Center</b>		
<b>Emergency Shelter Prop 47</b>		
	Cost Items	<b>Fiscal Year 2025-26</b> January 1, 2026 through June 30, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$234,944
	b. Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 1a)	\$23,494
2	Operating	\$74,895
3	<b>Total</b>	<b>\$333,333</b>

\*Administrative/indirect costs shall not exceed 10% of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

<b>Yolo Wayfarer Center</b>		
<b>Emergency Shelter Prop 47</b>		
	Cost Items	Fiscal Year 2026-27 July 1, 2026 through September 1, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$121,032
	b. Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 1a)	\$12,103
2	Operating	\$33,532
3	<b>Total</b>	<b>\$166,667</b>

\* Administrative/indirect costs shall not exceed 10% of personnel costs calculated based on salaries, wages, benefits and taxes per fiscal year.

**EXHIBIT E – HIPAA COMPLIANCE**

- I.** County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”). The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.
- II.** Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 164.314(a), 164.502(e) and 164.504(e), County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the Parties mutually agree to execute same.
- III.** Contractor shall report, as soon as reasonably practicable, within twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

  - A.** Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov); and
  - B.** Yolo County Chief Technology Officer, Information Security Officer at [lee.gerney@yolocounty.gov](mailto:lee.gerney@yolocounty.gov); and
  - C.** HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov).
- IV.** By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at [https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docfold\\_1597\\_10556\\_7495\\_3841](https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docfold_1597_10556_7495_3841).
- V.** The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.
- VI.** County reserves the right to update the names, email addresses and links provided above via written notice to Contractor.

**EXHIBIT F – PERFORMANCE MEASURES**

<b>Prop 47 C2C emergency shelter &amp; supportive Services</b>		<b>Yolo Wayfarer Center</b>	<b>Douglas Zeck</b>
<b>Program Purpose</b>	Provide emergency shelter housing & supportive services to help stabilize C2C clients.		
<b>Program Information</b>	Contractor will be providing emergency shelter housing to Prop 47 C2C clients who are experiencing extreme homelessness and will work with other Proposition 47 C2C team members to stabilize clients to help improve their self-sufficiency, housing status, and program completion status.		
<b>PM1: How much did we do?</b>			
1.1	# of C2C clients served		
1.2	# of Prop 47 C2C Emergency Shelter beds utilized		
1.3	# of Prop 47 C2C Clients received food		
<b>PM2: How well did we do it?</b>			
2.1	% of Prop 47 C2C clients stabilized with continuous access to a bed, showers, and laundry		
<b>PM3: Is anyone better off?</b>			
3.1	# & % of Prop 47 C2C Clients that were successfully enrolled into the Prop 47 C2C Housing program		

**a.** Contractor shall track, maintain, and report data regarding the performance measures described above. Contractor shall report the data to County in the format specified by County on the following schedule:

Submit April 30<sup>th</sup> for the period of January 1<sup>st</sup> through March 31<sup>st</sup>

Submit July 31<sup>st</sup> for the period of April 1<sup>st</sup> through June 30<sup>th</sup>

Submit October 1<sup>st</sup> for the period of July 1<sup>st</sup> through September 1<sup>st</sup>

**b.** Contractor shall submit the Performance Measures electronically via email to [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov) and [Serena.Bhagirath@yolocounty.gov](mailto:Serena.Bhagirath@yolocounty.gov).

## **EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION**

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that County via HHSA provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this G shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT H – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS  
CONFIDENTIALITY CERTIFICATION FORM**

**I hereby acknowledge, by my signature below, that:**

**I understand** the County of Yolo (“County”) via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

**I understand** if in the course of the provision of services under the Agreement between Yolo Wayfarer Center and County for Proposition 47 (Prop 47) Connections to Care (C2C) clients (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA.

**I understand** my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

**I understand** confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

**I understand** I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

**I understand** County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to employment records, job evaluations.

**I understand** it would be illegal for me to access computerized client or employee information without authorization of County.

**I understand** unauthorized access or disclosure of client information, or any other confidential or proprietary information from County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Yolo Wayfarer Center and County, and may be punishable as a misdemeanor crime.

**I understand** this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Yolo Wayfarer Center

**Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer**

(Print) \_\_\_\_\_ Title \_\_\_\_\_

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

**[End]**

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC55622

**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)

AGREEMENT NUMBER  
**BSCC 556-22**

PURCHASING AUTHORITY NUMBER (If Applicable)  
**BSCC-5227**

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

**Yolo County Health & Human Services Agency**

2. The term of this Agreement is:

START DATE

**SEPTEMBER 1, 2022**

THROUGH END DATE

**JUNE 1, 2026**

3. The maximum amount of this Agreement is:

**\$6,000,000.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 47 Request for Proposals	*
Attachment 2	Proposition 47 Grant Proposal	48
Appendix A	Proposition 47 Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

\* This item is hereby incorporated by reference and can be viewed at: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/)

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

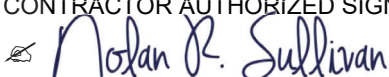
**CONTRACTOR**

Approved as to Form:  
Philip J. Pogledich, County Counsel

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

By: Hope P. Welton  
Hope P. Welton, Senior Deputy


**YOLO COUNTY HEALTH & HUMAN SERVICES AGENCY**

CONTRACTOR BUSINESS ADDRESS 137 N. Cottonwood Street		CITY Woodland	STATE CA	ZIP 95695
PRINTED NAME OF PERSON SIGNING Nolan Sullivan		TITLE HHSA Director		
CONTRACTOR AUTHORIZED SIGNATURE 		DATE SIGNED 10-18-22		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE		TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <b>Ricardo Goodridge</b>		Digitally signed by Ricardo Goodridge Date: 2022.11.22 10:25:03 -08'00'		

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

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Yolo County Health and Human Services Agency (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. Yolo County's Connections to CARE (Community, Assistance, Recovery, and Engagement) proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap-around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Proposal, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

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

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

Name: Nolan Sullivan  
Title: HHS Director  
Address: 137 N. Cottonwood Street, Woodland, CA 95695  
Phone: (530) 680-3826  
Email: [nolan.sullivan@yolocounty.org](mailto:nolan.sullivan@yolocounty.org)

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

Name: Marcie Azevedo  
Title: Accountant III  
Address: 137 N. Cottonwood Street, Woodland, CA 95695  
Phone: (530) 666-8540  
Email: [marcie.azevedo@yolocounty.org](mailto:marcie.azevedo@yolocounty.org)

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

Name: Ian Evans  
Title: Adult & Aging Branch Director  
Address: 137 N. Cottonwood Street, Woodland, CA 95695  
Phone: (530) 666-8267  
Email: [ian.evans@yolocounty.org](mailto:ian.evans@yolocounty.org)

**EXHIBIT A: SCOPE OF WORK**

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

**4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 47 Request for Proposals and Attachment 2: Proposition 47 Grant Proposal.

**5. REPORTING REQUIREMENTS**

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

**Quarterly Progress Report Periods**

1. September 1, 2022 to September 30, 2022
2. October 1, 2022 to December 31, 2022
3. January 1, 2023 to March 31, 2023
4. April 1, 2023 to June 30, 2023
5. July 1, 2023 to September 30, 2023
6. October 1, 2023 to December 31, 2023
7. January 1, 2024 to March 31, 2024
8. April 1, 2024 to June 30, 2024
9. July 1, 2024 to September 30, 2024
10. October 1, 2024 to December 31, 2024
11. January 1, 2025 to March 31, 2025
12. April 1, 2025 to June 30, 2025
13. July 1, 2025 to September 30, 2025
14. October 1, 2025 to December 31, 2025
15. January 1, 2026 to March 1, 2026

**Due no later than:**

- November 15, 2022
- February 15, 2023
- May 15, 2023
- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026

*Note: Project activity period ends March 1, 2026. The period of March 2, 2026 to June 1, 2026 is for completion of Final Local Evaluation Report and financial audit only.*

**B. Evaluation Documents**

1. Local Evaluation Plan
2. Final Local Evaluation Report

**Due no later than:**

- January 15, 2023
- June 1, 2026

**C. Other**

Financial Audit

**Due no later than:**

June 1, 2026

**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.

## **EXHIBIT A: SCOPE OF WORK**

Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

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

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Executive Steering Committee (See Appendix A) from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Proposition 47 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.

### **8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, June 1, 2026. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

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

**1. INVOICING AND PAYMENTS**

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

**Quarterly Invoicing Periods:**

1. September 1, 2022 to September 30, 2022
2. October 1, 2022 to December 31, 2022
3. January 1, 2023 to March 31, 2023
4. April 1, 2023 to June 30, 2023
5. July 1, 2023 to September 30, 2023
6. October 1, 2023 to December 31, 2023
7. January 1, 2024 to March 31, 2024
8. April 1, 2024 to June 30, 2024
9. July 1, 2024 to September 30, 2024
10. October 1, 2024 to December 31, 2024
11. January 1, 2025 to March 31, 2025
12. April 1, 2025 to June 30, 2025
13. July 1, 2025 to September 30, 2025
14. October 1, 2025 to December 31, 2025
15. January 1, 2026 to March 1, 2026

**Due no later than:**

- November 15, 2022
- February 15, 2023
- May 15, 2023
- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- April 15, 2026

**Final Invoicing Period:**

16. March 2, 2026 to June 1, 2026\*

**Due no later than:**

- July 15, 2026

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on the final invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated leverage contributions must be incurred by the end of the grant project period, March 1, 2026, and included on the invoice due April 15, 2026. Project expenditures incurred after March 1, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of March 2, 2026 to June 1, 2026 must be submitted during the Final Invoicing Period(s), with the final invoice due on July 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Period(s) and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by June 1, 2026. Expenditures incurred solely for the completion of the financial audit during the period of March 2, 2026 to June 1, 2026 must be submitted during the Final Invoicing Period(s), with the final invoice due on July 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Period(s) and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS****2. GRANT AMOUNT AND LIMITATION**

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

**3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31<sup>st</sup> of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) 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 transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.
- B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 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. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:  
[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that 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

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

and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

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

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

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

### **7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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

**8. PROJECT BUDGET**

<b>BUDGET LINE ITEMS</b>	<b>GRANT FUNDS</b>	<b>LEVERAGED FUNDS</b>	<b>TOTAL</b>
1. Salaries and Benefits	\$ 502,900	\$ 0	\$ 502,900
2. Services and Supplies	\$ 9,432	\$ 0	\$ 9,432
3. Professional Services or Public Agency Subcontracts	\$ 343,950	\$ 0	\$ 343,950
4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)	\$ 4,300,000	\$ 6,000,000	\$ 10,300,000
5. Data Collection and Evaluation (minimum 5% of requested grant funds or \$25,000, whichever is greater)	\$ 300,000	\$ 0	\$ 300,000
6. Equipment / Fixed Assets	\$ 35,000	\$ 0	\$ 35,000
7. Financial Audit (must not exceed \$25,000)	\$ 25,000	\$ 0	\$25,000
8. Other (Travel, Training, etc.)	\$ 13,500	\$ 0	\$13,500
9. Indirect Costs (may not exceed 10% of grant award)	\$ 470,218	\$ 0	\$ 470,218
<b>TOTAL</b>	<b>\$6,000,000</b>	<b>\$6,000,000</b>	<b>\$12,000,000</b>

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

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

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

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](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

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

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

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

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

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

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

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

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

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

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 47 Request for Proposals and Attachment 2: Proposition 47 Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

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

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 47 Request for Proposal and Attachment 2: Proposition 47 Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **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 Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1) Books and Records

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

### 2) Access to Books and Records

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

## 4. PROJECT ACCESS

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

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

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

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant

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

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 Attachment 1: Proposition 47 Request for Proposal and Attachment 2: Proposition 47 Grant Proposal.

### **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: Proposition 47 Request for Proposal and Attachment 2: Proposition 47 Grant Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and 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

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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.

### 10. 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.

### 11. 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.

# Proposition 47 Proposal Cover Sheet

**Submitted by:**

Yolo County Health and Human Services Agency (HHSA)

**Grant Dollars Requested:**

\$6,000,000

**Date Submitted:**

May 2, 2022

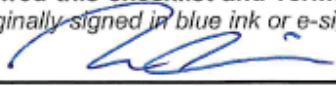
## Proposition 47 Proposal Checklist

A complete proposal package for funding must contain the following items:

Required Items:		X
1	Completed Cover Sheet (previous page)	<input checked="" type="checkbox"/>
2	Proposition 47 RFP Proposal Checklist (this page) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-Signature (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
4	Proposal Narrative <ul style="list-style-type: none"> <li>15 pages or fewer</li> </ul>	<input checked="" type="checkbox"/>
5	Budget Attachment (includes Budget Tables and Narrative) <ul style="list-style-type: none"> <li>6 pages or fewer</li> </ul>	<input checked="" type="checkbox"/>
<b>Required Attachments for All Applicants:</b>		
6	Local Advisory Committee Roster (Attachment D)	<input checked="" type="checkbox"/>
7	Local Advisory Committee Letter(s) of Agreement (Attachment E)	<input checked="" type="checkbox"/>
8	Letter(s) of Agreement for Impacted Local Government Agencies (Attachment F)	<input checked="" type="checkbox"/>
9	Project Work Plan (Attachment I)	<input checked="" type="checkbox"/>
10	List of Partner Agencies/Organizations (Attachment J)	<input checked="" type="checkbox"/>
11	Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix B) <ul style="list-style-type: none"> <li>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
12	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix C) <ul style="list-style-type: none"> <li>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
<b>Optional:</b>		
13	Governing Board Resolution (Attachment H) Note: The Governing Board Resolution or other documentation of signing authority is due prior to Grant Award Agreement, <u>not</u> at time of proposal submission.	<input type="checkbox"/>

I have reviewed this checklist and verified that all required items are included in this proposal packet. Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)

X


 5/2/22

# Applicant Information Form

## Section I. Applicant Information Form

A. PUBLIC AGENCY APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF PUBLIC AGENCY Yolo County Health and Humans Services Agency		TAX IDENTIFICATION #: 94-6000548	
STREET ADDRESS 137 N. Cottonwood Street	CITY Woodland	STATE CA	ZIP CODE 95695
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>IF A JOINT PROPOSAL, LIST OTHER (NON-LEAD) PUBLIC AGENCIES:</b>			
Yolo County District Attorney's Office, Yolo County Public Defender's Office, Yolo County Probation Department			
C. PROJECT TITLE			
Connections to CARE (Community, Assistance, Recovery, and Engagement)			
D. REQUIRED SERVICES (Check all that apply)		E. ADDITIONAL SERVICES (Check all that apply)	
<input type="checkbox"/> MENTAL HEALTH SERVICES <input type="checkbox"/> SUBSTANCE USE DISORDER TREATMENT <input type="checkbox"/> DIVERSION PROGRAMS		<input type="checkbox"/> HOUSING-RELATED SERVICES <input type="checkbox"/> OTHER COMMUNITY-BASED SUPPORTIVE SERVICES	
F. PROJECT SUMMARY (Provide a clear and concise summary of the proposed project)			
Yolo County's Connections to CARE (Community, Assistance, Recovery, and Engagement) proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap-around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.			
G. GRANT FUNDS REQUESTED	H. Amount of Funds Sub-Contracted to Community-based Organizations		I. Total Amount of Other Funds to be Leveraged
<b>\$6,000,000</b>	<b>\$4,300,000</b>	71.7 percent	<b>\$ 6,000,000</b>
J. PROJECT DIRECTOR			
NAME Ian Evans	TITLE Adult & Aging Branch Director		TELEPHONE NUMBER (Direct Line) 530-666-8267
STREET ADDRESS 137 N. Cottonwood Street	FAX NUMBER		
CITY Woodland	STATE CA	ZIP CODE 95695	EMAIL ADDRESS Ian.Evans@yolocounty.org
K. FINANCIAL OFFICER			
NAME Marcie Azevedo	TITLE Accountant III		TELEPHONE NUMBER (Direct Line) 530-666-8540
STREET ADDRESS 137 N. Cottonwood Street	FAX NUMBER		
CITY Woodland	STATE CA	ZIP CODE 95695	EMAIL ADDRESS Marcie.Azevedo@yolocounty.org
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
L. DAY-TO-DAY PROGRAMMATIC CONTACT			
NAME Anisa Vallejo	TITLE HHSA Program Coordinator		TELEPHONE NUMBER (Direct Line) 530-661-2629

STREET ADDRESS 137 N. Cottonwood Street		FAX NUMBER	
CITY Woodland	STATE CA	ZIP CODE 95695	EMAIL ADDRESS Anisa.Vallejo@yolocounty.org

M. DAY-TO-DAY FISCAL CONTACT			
NAME Shabnam Islam	TITLE Sr. Accounting Technician	TELEPHONE NUMBER (Direct Line) 530-666-8530	
STREET ADDRESS 137 N. Cottonwood Street		FAX NUMBER	
CITY Woodland	STATE CA	ZIP CODE 95695	EMAIL ADDRESS Shabnam.Islam@yolocounty.org
N. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Public Agency Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Nolan Sullivan	TITLE Interim Director	TELEPHONE NUMBER (Direct Line) 530-680-3826	
STREET ADDRESS 137 N. Cottonwood Street		FAX NUMBER	
CITY Woodland	STATE CA	ZIP CODE 95695	EMAIL ADDRESS Nolan.Sullivan@yolocounty.org
APPLICANT'S SIGNATURE (Blue Ink Only) X 			DATE 5/21/22

**CONFIDENTIALITY NOTICE:** All documents submitted as a part of the Proposition 47 proposal are considered to be public documents and may be subject to a request via the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

## **Proposition 47 Proposal Narrative**

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**Project Need - 1.1** Yolo County's (YC) Connections to CARE (Community, Assistance, Recovery, and Engagement) (C2C) will use Proposition (Prop) 47 funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed wraparound services for adults with a history of SUD and current/recent justice system involvement, with an emphasis on those experiencing homelessness.

In YC, evidence of cyclical justice system involvement for individuals with unmet SUD and/or housing needs is prevalent. YC analyzed integrated justice, housing, and behavioral health (BH) data and found that from 2017 to 2021, 53% (2,941) of individuals with SUD diagnoses had at least two jail bookings, and 24.5% (1,056) of individuals in the Homeless Management Information System had at least one jail booking.<sup>i</sup> Individuals with unmet BH needs are more likely to experience repeated justice system involvement. Of 4,733 unique individuals with jail bookings in YC in 2019, 266 had four or more bookings, and 22% of those had a recent SUD diagnosis.<sup>ii</sup> Additionally, YC's 2019 Point-in-Time (PIT) Count found the number living unsheltered increased from 209 in 2017 to 397 in 2019, and many of these individuals likely have unmet needs.<sup>iii</sup> Of those living unsheltered, 52% reported a prior criminal conviction, 33% reported having a SUD, and 15% reported a co-occurring disorder (COD).<sup>iv</sup> These rates are far higher than the Substance Abuse and Mental Health Services Administration's estimate for the general population of 7.4% with an SUD and 1.4% with a COD for the same period.<sup>v</sup>

As part of its approach to reduce recidivism for adults with nonviolent offenses, YC has developed many diversion programs, such as its Restorative Justice Partnership (RJP) program; specialty courts like its Addiction Intervention and Mental Health Courts and the Mental Health Diversion program; and the SUD-focused Harm Reduction (HR)

Diversion program. However, diversion alone is insufficient to break the cycle of justice system involvement for individuals with unmet BH and/or housing needs. Between 2013 and 2016, 63.5% of participants in RJP with an alcohol-related offense were re-arrested for a similar offense, which is significantly higher than the overall 4.8% one-year arrest rate for RJP participants with misdemeanor offenses.<sup>vi</sup> Additionally, during the 2021 pilot phase of the HR Diversion program, only 10.8% of the 323 unique individuals who were eligible for diversion due to a substance-related offense and were referred to SUD treatment enrolled in or continued treatment.<sup>vii</sup> This rate is even lower for those facing additional barriers, at 6.8% for the 117 diversion-eligible individuals who were identified as transient and only 1.5% for the 68 diversion-eligible individuals identified as transient with a current/recent probation status.<sup>viii</sup> YC stakeholders identified that the pilot program's lack of tailored outreach and support for those experiencing homelessness or with critical unmet needs contributed to the low engagement rate, which highlights a need for a dedicated support team for those facing these barriers. Despite the availability of diversion opportunities in YC, there is a need to also provide individuals with unmet BH and/or housing needs with intensive case management (ICM) and wraparound services to help reduce their risk of future justice system involvement. Without early intervention services for individuals with unmet needs and low-level offenses, justice system involvement can compound. For example, California admission data on individuals deemed incompetent to stand trial found that 65% were unhoused in 2018-2020 and the share with 15+ prior arrests and with SUD as a primary diagnosis have been increasing to 40% and over 10%, respectively, as of 2016.<sup>ix</sup> Additionally, many in YC struggle to have their basic needs met with 20.9% of residents living in poverty—the highest in

California—which can contribute to justice system involvement and demonstrates a need to connect residents to wraparound services.<sup>x</sup> Counties like YC need to invest in early intervention programs like C2C that can break this cycle sooner and create downstream impacts for individuals served and for state and local government justice and BH systems.

YC has utilized Prop 47 and other funding to support successful programs to address this need, including: Homeless Neighborhood Court, which connected restorative justice (RJ) participants to a social worker to address housing, self-sufficiency, BH, and physical health needs and Steps to Success (S2S), which connected RJ participants to a collaborative team of community-based providers for ICM, BH services, supportive housing, civil legal services, and peer support. S2S's housing support was critical to its commitment to participant stability and self-sufficiency. Of the 158 unique individuals served through S2S, 88.6% were identified as having housing needs, of which 80.1% received housing assistance.<sup>xi</sup> Demonstrating improved stability, 23 of the 26 individuals who had exited the program at the time of the evaluation had maintained their housing for at least six months.<sup>xii</sup> This emphasis on support and building self-sufficiency contributed to reduced justice system involvement: Only 22% and 6% of S2S's 158 participants were arrested/ticketed during their enrollment or after their exit, respectively; only 1% were convicted of new criminal offenses committed during S2S enrollment; and 3% were convicted of new criminal offenses committed after exiting S2S.<sup>xiii</sup>

These programs previously filled a vital gap in YC, but they were limited by funding. Although YC continues to offer diversion opportunities, there is now a gap in with no wraparound services to support individuals experiencing homelessness and/or SUD or

COD to address their BH needs; increase self-sufficiency, including through access to stable housing; and reduce their future justice system involvement.

**1.2** C2C's target population is: adults with a history of SUD or COD who have (1) been arrested for low-level drug possession or public intoxication and are eligible for HR Diversion or (2) been arrested in the prior three years and either entered YC's Crisis Now receiving/sobering center with a SUD-related crisis through pre-arrest contact with specialized law enforcement units or were identified directly by homeless outreach teams (HOTs). As a wraparound program with housing support, C2C will prioritize individuals who are also experiencing homelessness. This target population will be measurable through Crisis Now and HOT referral records, arrest data in the County District Attorney's (DA) Law Suite, filed charges and YC court records, and the results of evidence-based assessment tools. As described in 1.1, this population was identified due to their justice system overrepresentation and evidence of unmet BH and housing needs.

**1.3** YC Health and Human Services Agency (HHSA) reviewed 2017 the Board of State and Community Corrections (BSCC) data<sup>xiv</sup> and 2019 PIT Count demographic data<sup>xv</sup> to identify populations that are overrepresented in the arrestee and homeless populations due to being underserved. Three notable disparities were identified compared to the YC's general population: (1) African Americans are overrepresented by 14% in the arrestee population and by 11% in the homeless population, (2) Hispanics/Latinos are overrepresented by 7% in the arrestee population, and (3) males are overrepresented by 13% in the homeless population. To address these disparities, HHSA will embed the National Standards for Culturally and Linguistically Appropriate Services in Health and Healthcare into components of service design and delivery, including targeting services

to highly impacted communities and hiring bilingual staff educated in needs specific to the underserved groups. HHSA's Cultural Competence Committee (CCC) will also participate in the Local Advisory Committee (LAC) to ensure equitable and respectful quality of care is imbedded in C2C's design and routinely reduce disparities in C2C's service delivery by promoting culturally and gender appropriate sober living activities; monitoring cultural competence in diversion and SUD programming; offering cultural competency training on diverse cultural and gender-specific health beliefs and practices, preferred languages, and health literacy levels; and creating additional performance measures as needed.

**1.4** The need that C2C is designed to address and its target population align with Prop 47's intent to support programs that provide SUD treatment and wraparound, trauma-informed services to adults arrested for less serious offenses. C2C's goals are to improve participant BH through engagement in appropriate services and substance use risk/harm reduction; increase participant self-sufficiency through secured stable housing, improved income, reduced civil legal barriers, and enrollment in health insurance; and reduce participant justice system involvement through prevention, diversion, and RJ. C2C's collaborative cross-system approach will best meet the needs of this target population.

***Community Engagement - 2.1*** YC's LAC comprises a diverse group of stakeholders that reflect the make-up and culture of the County at large, members of the target population, and local service providers addressing the identified needs. These include individuals with incarceration and/or homelessness experiences, police department HOT coordinators, CCC members, RJ case conference volunteers, housing and BH providers, probation officers, County Public Defender's (PD) Office attorneys, and DA prosecutors.

**2.2** HHSA collaborated with its key partners—the DA, PD’s Office, and Probation Department (Probation) (see Attachment J)—to identify potential LAC members and request their participation for this proposal, including program design and target population, using its community partnerships founded through years of prior collaborative community programs and grants. HHSA recruited individuals with lived experience to the LAC through service providers who work with the target population. HHSA selected representatives from these groups for the LAC based on their expertise in identifying and prioritizing the YC’s and target population’s most pressing needs; identifying the program design and services to best address those needs; and supporting the development and implementation of C2C. See Attachments D and E for more detail.

In addition to diverse LAC recruitment, HHSA solicited input on the proposal’s program design and target population directly from a range of community stakeholders. In March and early April 2022, HHSA and its key partners hosted a series of community forums in the YC’s four largest jurisdictions. HHSA and the DA advertised extensively through social media and local newspapers and provided an email address for public comment. The meetings were held in the evenings in ADA-accessible public buildings with ample parking and public transportation access. In total, 381 YC residents attended these meetings, which were live streamed and archived to the RJP’s webpage. Following these forums, HHSA and the DA responded to multiple emails from community members.

The DA engaged two local law enforcement agencies with sworn officers and civilians on their HOTs to solicit feedback on the proposal’s design and population. HHSA facilitated three input meetings across the YC with 35 individuals with current or past experiences of homelessness to solicit feedback on how best tailor C2C to their needs.

HHSA presented proposal information twice to all six Commission members, five who are elected officials, and at least 18 other attendees of the Yolo County Commission to Address Homelessness, a collaboration of local governments with a mission to end functional homelessness. To seek input on incorporating effective intervention strategies into the C2C program design, the Yolo County Homeless and Poverty Action Coalition, YC's non-profit homeless Continuum of Care, held a meeting with 11 board members and 33 others and HHSA, DA, and PD representatives engaged the National Alliance on Mental Illness Yolo County and the Local Mental Health Board. At each community engagement meeting, HHSA, DA, and PD representatives shared the full list of all communities and organizations involved in this input process.

**2.3** HHSA provides public notice of LAC meetings by advertising on social media, posting meeting dates/locations online, and posting notices at local homeless shelters at least one week prior to each meeting. HHSA also maintains a Prop 47 website where it posts the LAC meeting schedule, agenda, and materials. HHSA ensures that LAC meetings are publicly accessible by using a hybrid meeting model with both an in-person and virtual option, rotating the in-person location across the YC's population centers, and selecting ADA-compliant locations accessible via public transit. The LAC provides opportunity for meaningful participation through a standing input solicitation agenda item.

***Project Description - 3.1*** C2C aims to improve the BH of participants with identified BH needs through engagement in appropriate services and substance use risk/harm reduction; increase the self-sufficiency of participants through secured stable housing, improved income, reduced civil legal barriers, and enrollment in health insurance; and

reduce participant justice system involvement through prevention, diversion, and RJ. The goals and objectives are described in more detail in Attachment I.

**3.2** To achieve these goals, all C2C participants will receive ICM and peer support, engage in community/residential SUD treatment, and participate in a RJ case conference with community volunteers. Participants may also receive additional services based on their assessed needs, with an emphasis on housing and improved income. Participants who enrolled in the program because of a substance-related offense may also participate in the diversion component of the program, in which the participant's SUD-related charge and other charges are dismissed if they provide the court proof of their screening for or engagement in SUD treatment and complete the RJ process. This intervention design emphasizing ICM, treatment, housing, other supportive services, and RJ is modeled after YC's Prop 47 Cohort 1 program, S2S, which, as described in 1.1, resulted in stable housing outcomes and reduced justice system involvement for participants.

When participants enroll in the program, they will be connected with an ICM team that will use evidence-based tools (See 3.4 for details) to assess participant strengths and needs. Using these results, the ICM team and the participant will co-develop an individualized case plan to reduce justice involvement and address BH, housing, income, and other self-sufficiency needs. The ICM team (see below for detail) will support the participant in BH treatment engagement and help those who are eligible to meet their diversion requirements; support the RJ process; help obtaining personal identification and documentation; and provide peer mentoring, transportation/bus passes, and other assistance such as medication purchases and clothing needs. The ICM will partner with YoloWorks to support job skills training, resume building, and job placement supports.

For participants who enter C2C with an active probation status, the ICM team will collaborate service delivery and supervision with the participant's assigned probation officer. For participants with an identified housing need, the ICM team will facilitate linkage to C2C's housing specialist who can provide rapid rehousing; transitional housing; permanent housing search; move-in assistance including application fees and security deposits; landlord recruitment; credit repair; rental assistance until participants can independently pay rent; and good neighbor and community relationships coaching. For participants with an identified civil legal barrier, the ICM team will facilitate linkage to C2C's civil legal services provider for legal assistance. Participants will be encouraged to attend the civil legal services provider's community sessions to improve their knowledge of their rights and common non-criminal barriers to basic needs. C2C will provide 150 individuals (50/year) with ICM, peer support, and SUD treatment; 144 individuals with RJ case conferences (48/year); 135 individuals (45/year) with housing assistance; 195 individuals (65/year) with civil legal services/education; and 120 (40/year) with diversion. HHSA will use the actions listed in 1.3 to ensure that those who are most impacted by Prop 47, including those who have been underserved, receive C2C services.

HHSA anticipates that participants will spend an average of one year enrolled in the program, but services will not be time-limited. Participants may graduate when they have completed their RJ case conference and reached a level of self-sufficiency as indicated by the program's assessment tools (see 3.4 for a description of the tools) and the Snohomish County, Washington Self-Sufficiency Matrix (SSM). The team will use the SSM to monitor participant self-sufficiency levels and determine when it is appropriate for the participant to graduate from C2C, and, if needed, transition to a lower level of care.

C2C will engage multiple CBOs as community partners on the project, with one lead CBO designated to act as the ICM team. This design values collaboration while also emphasizing the need to provide individual participants with comprehensive, coordinated service delivery. The lead CBO will provide the ICM and peer support. It is anticipated that the ICM team will include: (1) a clinical program manager, who will manage service delivery/coordination and supervise staff; (2) an employment/benefits specialist, who will support participants with applying for jobs and benefits; (3) two clinicians, who will administer assessments; (4) three case managers, who will develop individualized case plans with participants and connect them with necessities, identification, and health insurance; and (5) two peer support workers, who will provide peer mentorship, transportation to appointments, and an accessible support network. The housing specialist at the housing provider will connect participants to stable housing and/or financial assistance for housing and support housing-related life skill development. The civil legal services provider will provide direct legal assistance and offer educational workshops. Community and residential BH providers will provide participants SUD and/or mental health treatment. For participants with active probation statuses, probation officers will coordinate supervision and service delivery with the ICM team. The DA will manage eligibility determinations and train community panelists for RJ case conferences, and local law enforcement, HOTs, the DA, and Crisis Now staff will assist with referrals to C2C (See 3.4 for referral and assessment processes). HHSA will coordinate regular communication among all providers; conduct monitoring activities; coordinate with the project evaluator; and manage financial, subcontracting, and grant reporting activities. See Attachment J for the list of outside agencies and the services they will provide.

**3.3** C2C's service delivery approach promotes practices that are culturally responsive, such as ongoing cultural learning via staff trainings; recognition of the disproportionate impact of trauma, discrimination, and justice system involvement on marginalized communities in case plan development; provision of diverse care and housing options to meet participants' cultural and gender needs, including whenever possible honoring the participant's request to have a case manager of their gender; and recognition of the autonomy and expertise of participants in their own lives through co-developed case plans. The approach will also be based on trauma-informed practices including: (1) Motivational Interviewing, (2) Moral Reconciliation and Cognitive Behavioral Therapies, (3) Strengths-based language, (4) Harm Reduction, and (5) Peer Support Advocacy.

To ensure the use of culturally competent and trauma-informed practices, HHSA will review each CBO's evidence-based practices (EBP) monitoring tools quarterly and has budgeted for EBP trainings that will focus on practices supporting the target populations' resilience and building CBO capacity to address known barriers for participants. LAC representation from the target population, local communities, and service providers will ensure C2C's strategic direction is responsive to the target population's needs. C2C's RJ model takes a holistic approach with a panel of community volunteers that promotes repairing the harms caused by the crime and emphasizes building healthy communities through participant connection and engagement with community resources and services.

**3.4** The C2C target population will be identified at two points in the Sequential Intercept Map process: Intercept 0 (upstream/prevention) through two referral pathways for individuals who are at risk for repeat justice system involvement, and Intercept 1 (diversionary) through one referral pathway for individuals charged with a SUD-related

offense, for a total of three referral pathways into C2C. For the first Intercept 0 referral pathway, C2C will identify individuals experiencing a SUD-related crisis who are in need of SUD treatment and wraparound services who are brought to Crisis Now through pre-arrest contact with specialized law enforcement units. For the second Intercept 0 pathway, the HOTs in each community will identify individuals living in encampments who are in need of SUD treatment and want to engage in supportive services but need effective supports to fully engage. Individuals in each pathway will be referred to the DA within 24 hours for eligibility screening and will be eligible for C2C if the DA identifies that they have been arrested for any offense in the prior three years. For the Intercept 1 pathway, the DA will refer individuals through the HR Diversion program with an arrest for low-level personal use drug possession or public intoxication to C2C and offer individuals diversion to get their case dismissed. For all referrals, the DA will make the determination for eligible individuals to be referred to the lead CBO.

Once referred to the lead CBO, individuals will be offered formal enrollment and then services will be immediately available. The ICM team will administer and/or confirm completion of assessments as needed with the participant to measure how they align with the target population and to identify needs, including (1) Mental Health and Substance Use Assessment: Determines diagnosis and need; (2) Level of Care Utilization System (as needed): Provides level of care recommendations for mental health treatment; (3) American Society of Addiction Medicine Criteria Assessment: Provides level of care recommendations for SUD treatment; (4) Vulnerability Index and Service Prioritization Decision Assistance Tool or other assessment tool: Assesses vulnerability level of those experiencing homelessness and recommends appropriate housing solutions.

**3.5** HHSA will issue a formal request for proposals (RFP) to contract with CBO service providers (lead CBO, civil legal services/education, and housing), leveraging existing programs with local knowledge and experience serving the target population. In addition to its own diverse staff, some with lived experience, HHSA will prioritize providers with diverse staff, including staff who are system-impacted, who speak YC's two threshold languages of Spanish and Russian, who are peers of the target population and can be part of the ICM team, and who have varied educational backgrounds.

**3.6** HHSA will expedite start-up by using existing county staff (when available), infrastructure (e.g., data systems and meeting venues), and programs (e.g., Crisis Now and HR Diversion as referral sources) for the overall project coordination and direction.

**3.7** YC has taken a regional and collaborative approach to C2C's design by engaging diverse service providers, county agencies, and LAC members; encouraging peer representation; and seeking input directly from impacted communities. C2C aligns with Prop 47's intent and guiding principles because it will address a gap in the YC's continuum of care by expanding access to SUD treatment, housing, wraparound services, and a restorative justice process for those who are overrepresented in the justice system due to their unmet BH, housing, and self-sufficiency needs. C2C emphasizes trauma-informed and culturally competent care for YC's most vulnerable residents when they need services the most, whether that is at the time of an SUD-related crisis or justice system involvement. Through past programs, YC has expanded its systems of care and diversion to more effectively support those with higher needs to achieve reduced justice system involvement. C2C will help to further this objective for future projects through the measurable outcomes and lessons learned through the program's evaluation.

**3.8** HHSA anticipates the project will impact the DA, PD's Office, Yolo County Law Enforcement Administrators Coordinating Council (LEACC), and Probation. Impacts for all include assisting with the ongoing community engagement and participation on the LAC. LEACC will participate in recurring coordination meetings and training on the referral process for specialized units and HOTs. The DA will determine participant eligibility, support RJ processes, and provide criminal justice outcomes data. Probation will coordinate service delivery and supervision with the ICM team for participants on probation. As LAC members and other partnering agencies, all parties understand and have agreed to their agency's role in C2C (see Attachment F). HHSA will work with the affected agency and the LAC to resolve unforeseen impacts, such as reevaluating processes and developing a corrective action plan.

**3.9** C2C will leverage Drug Medi-Cal (DMC) and Substance Abuse Block Grant (SABG) funding that supports YC's substance use continuum of care, which will support SUD treatment for C2C participants, and Mental Health Services Act funding that supports Crisis Now, which will be a stabilization support and connection point to C2C.

***Data Collection and Evaluation - 4.1*** HHSA will issue a competitive RFP to identify a professional evaluation firm for C2C. During the startup phase, HHSA and the evaluator will develop and implement program monitoring activities—such as EBP fidelity monitoring tools, audits, EBP trainings, and case file reviews—and the local evaluation plan (LEP) to track program activities, assess fidelity to the model, and inform continuous improvement in each project phase and assess process and outcome measures after the grant period. Throughout the grant, HHSA and the evaluator will work with CBOs to adjust as necessary to ensure successful completion of C2C's proposed outcomes. During the

startup phase, the evaluator will develop tools and processes with C2C partners to ensure accurate collection of participant referral, enrollment, service engagement, and completion data and provide ongoing data collection technical assistance throughout the grant period. Local evaluation results will be shared with the LAC and the public to encourage regular input and advisement on program strategies.

**4.2.** The LEP will include process and outcome measures. Key process measures include: number of individuals enrolled in each service area each year, rate of participation for enrolled individuals, timeliness of assessments conducted, and alignment of participant demographic makeup with the overall YC arrestee population. Key outcome measures include specific objectives within each C2C goal area, including engagement in SUD or mental health treatment, improved BH symptom management and stability, improved housing stability, increased income, reduced civil legal barriers, increased enrollment in health insurance, improved overall self-sufficiency, completed RJ agreements, reduced recidivism, reduced jail days, and reduced arrests.

**4.3** The methodology for the required evaluation reports will be a mixed-method design, collecting both qualitative and quantitative data, which maximizes validity and allows for a thorough analysis of process and outcome measures, implementation, and overall effectiveness. Qualitative data sources may include focus groups and/or key informant interviews with C2C administrators, staff, participants, and other stakeholders. Quantitative data sources may include data collected by each CBO; eligibility, justice system involvement, and recidivism data collected by the DA; and referral data collected by the DA. Data sharing agreements will be executed between all program collaborators including HHSA, DA, PD, Probation, CBOs, and the evaluator.

## Bibliography

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- <sup>ii</sup> O’Connell, 2021.
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- <sup>xii</sup> Mayer, Drazek, & Narayanan, 2021.
- <sup>xiii</sup> Mayer, Drazek, & Narayanan, 2021.
- <sup>xiv</sup> California Board of State and Community Corrections (BSCC). (2018). *Publicly accessible data sets: Yolo County*. <https://www.bscc.ca.gov/wp-content/uploads/Demographic-Reference-Data-Yolo.pdf>
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The District Attorney's Office will hire a grant-specific paralegal who will be solely dedicated to C2C (1.0 FTE). The paralegal will assist with identifying potentially eligible individuals and determining individual eligibility. The paralegal will also assist with collecting recidivism and other justice system involvement data for evaluation activities. The calculation for expenditure above reflects an annual base salary of \$57,260 plus \$50,010 in benefits and accounts for a 2% annual cost of living adjustment for years 2 and 3.

**4a. Non-Governmental Organization (NGO) Subcontracts**

Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
Lead Intensive Case Management (ICM) CBO	\$66,667/month x 42 months for ICM team and contracted services	\$2,800,000	\$0	\$2,800,000
Housing Provider CBO	1 FTE Housing specialist at \$7,143/month x 42 months + \$1,050,000 or \$25,000/month x 42 months directly to provider for contracted services	\$1,350,000	\$0	\$1,350,000
Civil Legal Services Provider CBO	\$3,571/month x 42 months for contracted services	\$150,000	\$0	\$150,000
Substance Use Disorder (SUD) Treatment Providers	\$71,429/month x 42 months for contract services funded primarily by Drug Medi-Cal and Substance Abuse Treatment funds	\$0	\$3,000,000	\$3,000,000
Crisis Now Sobering/Receiving Center (referral source)	\$71,429/month x 42 months for contract services funded by Mental Health Services Act funds	\$0	\$3,000,000	\$3,000,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL (minimum of 50% of grant funds to subcontracts with non-governmental, community-based organizations)</b>		<b>\$4,300,000</b>	<b>\$6,000,000</b>	<b>\$10,300,000</b>

**4b. Non-Governmental Organization (NGO) Subcontracts Narrative:**

The majority of grant funds (72%) will be passed through to community-based organizations (CBOs) to provide supportive wraparound services to participants with the goal of improving participants' behavioral health, increasing their self-sufficiency, and reducing their justice system involvement. The Lead Intensive Case Management (ICM) CBO item - \$2,800,000 or \$66,667/month x 42 months - will cover the ICM team, treatment, evidence-based practice (EBP) trainings, and the Annual SUD & Forensic conferences. The Lead ICM CBO will conduct the activities outlined in the project proposal, including administering assessments, developing individualized case plans, supporting participants to engage in treatment and meet diversion/restorative justice requirements, providing assistance obtaining personal identification, providing job and benefits application assistance, providing peer mentoring, and providing transportation assistance. There will also be funding in their contract for direct to client costs (bus passes, medication purchases, clothing needs, etc). This provider will leverage a partnership with YoloWorks to support job skills training, resume building, and job placement supports. The Housing Provider CBO item will cover 1 FTE Housing Specialist position at an annual salary and benefits package of \$85,716 and \$1,050,000 or \$25,000/month x 42 months in direct funding to fund housing support services. The Housing Provider CBO will conduct the activities outlined in the proposal, including rapid rehousing, emergency housing support, bridge housing, transitional housing, permanent housing search and support, landlord recruitment, credit repair and good neighbor/community relationships coaching. These services will align with Housing First principles. This contract will include significant funding for direct to client supports in the form of financial assistance, including security deposits, utility payments, moving-costs assistance, and up to 24 months of rental assistance, although it is anticipated that rental assistance support will be more a much shorter time period. The Civil Legal Services CBO item will cover \$3,571/month x 42 months to conduct the activities outlined in the proposal, including direct legal assistance to address non-criminal legal barriers to basic needs and community-based educational workshops on civil rights. All grant funds provided to CBOs will be passed through using subcontracts specifically entered into for the purpose of supporting new C2C program activities. Any existing contracts with these CBOs will not be amended for the purpose of reducing previously allocated funds. The Substance Use Disorder (SUD) Treatment Providers will use leveraged funds to provide SUD treatment services as outlined in the proposal. The two main funding sources that are used for our Substance Use Continuum of Care are Drug Medi-Cal and Substance Abuse Treatment Funding. Additionally, Crisis Now program will use leveraged funds to provide stabilization supports as outlined in the proposal. Crisis Now utilizes many funding streams, the primary leveraging funding stream is Mental Health Services Act funding.

**5a. Data Collection and Evaluation**

Description of Data Collection and Evaluation	Grant Funds	Leveraged Funds	Total
Local Evaluation Plan Development	\$50,000	\$0	\$50,000
Final Local Evaluation Report Development	\$125,000	\$0	\$125,000
Ongoing Technical Assistance	\$125,000	\$0	\$125,000
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
<b>TOTAL (minimum 5% of requested grant funds or \$25,000, whichever is greater)</b>		<b>\$300,000</b>	<b>\$0</b>

**5b. Data Collection and Evaluation Narrative:**

HHSA will subcontract with a third-party evaluator who will oversee data collection and evaluation efforts including, developing the Local Evaluation Plan (LEP), developing the Final Local Evaluation Report (FLER), and providing ongoing technical assistance over 42 months of the 45-month project and evaluation period. Developing the LEP will include confirming process and outcome measures, confirming data collection strategies and sources, and entering data sharing agreements. Developing the FLER will include quantitative and qualitative data collection and analysis and report development. The evaluator's ongoing technical assistance will include assistance developing data collection tools and processes for monitoring and evaluation activities. LEP Development: \$50,000 or \$16,666 x 3 months. FLER Development: \$125,000 or \$15,625 x 8 months. Ongoing Technical Assistance: \$125,000 or \$2,976 x 42 months.

**6a. Equipment/Fixed Assets**

Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Van	2021 Toyota Sienna: \$31,479 + Taxes and Fees: \$3,521	\$35,000	\$0	\$35,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$35,000</b>	<b>\$0</b>	<b>\$35,000</b>

**6b. Equipment/Fixed Assets Narrative:**

HHSA will purchase a van that will be used by the ICM team to reduce known transportation barriers for C2C's target population. The ICM team will use the van to help participants engage in services, including but not limited to SUD and mental health treatment services, restorative justice conferences, job search and application, benefits application, and housing searches.

**7a. Financial Audit**

Description of Financial Audit	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Financial audit from a Certified Public Accountant	Actual audit costs up to \$25,000	\$25,000	\$0	\$25,000
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL (must not exceed \$25,000 in Grant Funds)</b>		<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>

**7b. Financial Audit Narrative:**

HHSA will identify a Certified Public Accountant to conduct the required financial audit of C2C financial records. The audit will provide assurance that HHSA's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

**8a. Other (Travel, Training, etc.)**

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Required grantee team meetings	\$750 x 6 team members x 3 one-day trips for Grantee meetings	\$13,500	\$0	\$13,500
		\$0	\$0	\$0
		\$0	\$0	\$0

		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$13,500</b>	<b>\$0</b>	<b>\$13,500</b>

**8b. Other (Travel, Training, etc.) Narrative:**

*Required grantee team meetings will cover the travel costs for six C2C grant project team members to attend three one-day trips for the required grantee meetings over the 45-month period of the grant. This will support effective grant startup, administration, and ongoing implementation. Training for EBPs is included in 4b. because it will be included in the contract for the Lead ICM CBO.*

**9a. Indirect Costs**

For this grant program, indirect costs may be charged using only <b>one</b> of the two options below:	Grant Funds	Leveraged Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization <b>does not have</b> a federally approved indirect cost rate.	\$470,218	\$0	\$470,218
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$552,978</b>		
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization <b>has</b> a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$1,105,956</b>		
<i>Please see instructions tab for additional information regarding Indirect Costs.</i>			
<i>If the amount exceeds the maximum allowed and/or turns <b>red</b>, please adjust it to not exceed the line-item noted.</i>			
<b>TOTAL</b>	<b>\$470,218</b>	<b>\$0</b>	<b>\$470,218</b>

**9b. Indirect Costs Narrative:**

*Indirect costs (\$470,218 or \$10,449/month x 45 months) will include the sum of all salary and benefits for HHSA administrators (not including the hired Analyst) for time spent on grant start up and administration over the 45-month project and evaluation period, including fiscal administration, contracting administration, evaluation support, and general HHSA administration and oversight. Additional time spent by HHSA administrators costing beyond \$470,218 will be tracked as additional leveraged funds. This will also include the appropriate portion of HHSA overhead costs allocated based on salary and benefit costs.*

## Attachment D: Local Advisory Committee Roster

**Lead Public Agency:** Yolo County Health and Human Services Agency

Individual Name	Job Title	Agency/Organization
Mark Sawyer	Homeless Coordinator	City of West Sacramento Police Department
Gina Bell	Homeless Outreach Street Team Officer	City of Woodland Police Department
Sandy Alvarez	Homeless Coordinator	City of Davis
Richard DeLiberty	Community Representative	Restorative Justice Program Volunteer
Martha Teeter	Board President	Davis Opportunity Village
Tessa Smith	Diversity, Equity, and Inclusion Coordinator	Yolo County Health and Human Services
Dawn Peters	Community Representative	Restorative Justice Program Volunteer
Tracey Olson	Public Defender	Yolo County Public Defender's Office
Jeff Reisig	District Attorney	Yolo County District Attorney's Office
Ian Evans	Adult & Aging Branch Director	Yolo County Health and Humans Services Agency
William Oneto	Supervising Probation Officer	Yolo County Probation Department
Michael Hoffmann	Free to Choose Program Director	Turning Point Community Programs
Kevin Brown	Community Representative	Sacramento-Sierra's Building & Construction Trades Council
Edwin Byrnes	Community Representative	Formerly Incarcerated, City of Woodland Resident
Adelina Stone	SUD Service Provider Representative	CORE Capital
Brittany Villalpando	Peer Advocate	Person with lived experience

## Attachment E: Local Advisory Committee Letters of Agreement

### Attachment E Proposition 47 Local Advisory Committee Letter of Agreement

April 15, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

- How to identify and prioritize the most pressing needs to be addressed;
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

#### LEAD PUBLIC AGENCY SIGNATURE

X 

Signature

*Nolan Sullivan*

*Interim Director*

*Yolo County Health and Human Services Agency*

*137 N Cottonwood St, Woodland, CA 95895*

#### PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X 

Signature

**Attachment E  
Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

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- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature

**Nolan Sullivan**

**Interim Director**

**Yolo County Health and Human Services Agency**

**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature

Brittany Villalpando  
HHS Peer Support Worker  
5042 Glide Drive, Apt 7  
Davis, CA 95618

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 26, 2022

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- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.


Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature  
**Dawn Peters**  
**RJP Volunteer Panelist**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

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- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

E. Byrnes

X \_\_\_\_\_

Signature  
**Edwin Byrnes**  
**615 McKinley Ave.**  
**Woodland, CA 95695**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 26, 2022

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- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature  
**Officer Gina Bell**  
**Homeless Outreach Street Team**  
**Woodland Police Department**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 27, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

- How to identify and prioritize the most pressing needs to be addressed;
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X \_\_\_\_\_

Signature

**Nolan Sullivan**  
**Interim Director**

**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X \_\_\_\_\_

Signature

**Ian Evans**  
**Adult & Aging Branch Director**  
**Yolo County, Health & Human Services Agency**  
**137 N. Cottonwood St., Woodland, CA 95695**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**


April 22, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

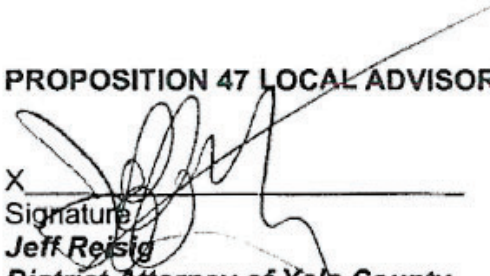
- How to identify and prioritize the most pressing needs to be addressed;
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X   
Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
Signature  
**Jeff Reisig**  
**District Attorney of Yolo County**  
**Yolo County District Attorney's Office**  
**301 2<sup>nd</sup> Street, Woodland, CA 95695**

**Attachment E  
Proposition 47 Local Advisory Committee Letter of Agreement**

April 28, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

- How to identify and prioritize the most pressing needs to be addressed;
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- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature

**Nolan Sullivan**

**Interim Director**

**Yolo County Health and Human Services Agency**

**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature

**Kevin Brown**

**Sacramento-Sierra's Building & Construction Trades Council**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

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- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X  \_\_\_\_\_

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X  \_\_\_\_\_  
Signature

**Mark Sawyer**  
**Homeless Outreach & Services Coordinator**  
**West Sacramento Police Department**

X \_\_\_\_\_  
Signature

**Kristen Cline**  
**Social Services Manager**  
**City of Woodland Police Department**  
**1000 Lincoln Ave, Woodland, CA 95695**

**Attachment E  
Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

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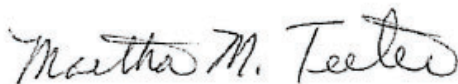
Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature  
**Martha Teeter**  
**Board President**  
**Davis Opportunity Village**  
**412 C Street, Davis, CA 95616**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**


April 15, 2022

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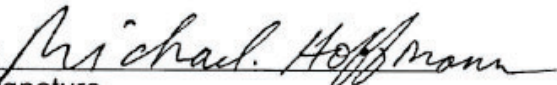
Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

  
X \_\_\_\_\_

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

x   
Signature

**Michael Hoffman**  
**Free to Choose Program Director**  
**Turning Point Community Programs**  
**3120 Freeboard Drive Ste 102, West Sacramento, CA 95691**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

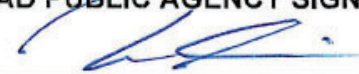
April 26, 2022

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Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X   
\_\_\_\_\_

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X e7a8f675-882f-4bce-8d30-1002d7579f27 Digitally signed by  
e7a8f675-882f-4bce-8d30-1002d7579f27  
Date: 2022.04.26 11:48:25 -07'00'

Signature  
**Richard DeLiberty**  
**RJP Volunteer Facilitator**

**Attachment E  
Proposition 47 Local Advisory Committee Letter of Agreement**

April 25, 2022

This is a letter of agreement between the **Yolo County Health and Human Services Agency** and all organizations and/or individuals listed herein for the purposes of applying for the Proposition 47 Grant. All listed herein agree to participate on the **Proposition 47 Local Advisory Committee** led by the **Yolo County Health and Human Services Agency** using a collaborative approach. This advisory body will, at a minimum, meet quarterly and advise the **Yolo County Health and Human Services Agency** on:

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Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X   
\_\_\_\_\_  
Signature

**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X   
\_\_\_\_\_  
Signature

**Sandy Alvarez**  
**Homeless Resources Specialist**  
**Davis Police Department**  
**2600 5th Street, Davis, CA 95618**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

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Signature

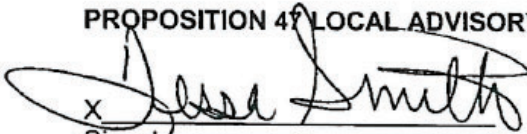
**Nolan Sullivan**

**Interim Director**

**Yolo County Health and Human Services Agency**

**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature

**Tessa Smith**

**Diversity, Equity and Inclusion Coordinator**

**Yolo County Health and Human Services Agency**

**25 N Cottonwood St, Woodland, CA 95895**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 15, 2022

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Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature  
**Nolan Sullivan**  
**Interim Director**  
**Yolo County Health and Human Services Agency**  
**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

x 

Signature  
**Tracie Olson**  
**Public Defender**  
**Yolo County Public Defender's Office**  
**814 North St Woodland CA 95695**

**Attachment E**  
**Proposition 47 Local Advisory Committee Letter of Agreement**

April 25, 2022

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Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

X 

Signature

**Nolan Sullivan**

**Interim Director**

**Yolo County Health and Human Services Agency**

**137 N Cottonwood St, Woodland, CA 95895**

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

X 

Signature

**Will Oneto**

**Supervising Probation Officer**

**Yolo County Probation Department**

**500-A Jefferson Blvd, West Sacramento, CA 95605**

# Attachment F: Letters of Agreement for Impacted Local Government Agencies



## COUNTY OF YOLO

Health and Human Services Agency

*Nolan Sullivan*  
Interim Director

Nolan Sullivan  
Interim Director, HHSA

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
(530) 661-2945 • www.yolocounty.org

April 26, 2022

Board of State and Community Corrections  
Corrections Planning and Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: BSCC Proposition 47

Re: Local Government Impact Letter for Proposition 47 Grant Funds

This is a letter to acknowledge the anticipated impacts of the Yolo County Health and Human Services (HHSA) Proposition 47 Cohort 3 program proposal on the Yolo County District Attorney's office.


**Project Description:** Yolo County's Proposition 47 Cohort 3 Project proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap-around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.

**Impact to Yolo County DA:** For the Proposition 47 Cohort 3 Project the DA's Office will assist with the ongoing community engagement, participate on the Local Advisory Committee (LAC), and will determine eligibility for each program participant. DA staff will collaborate with the project's team to carry out the restorative justice component of the program. DA staff will also provide criminal justice data to assist HHSA and the program evaluator in reporting on program outcomes. This increase in caseload is accounted for by the addition of a paralegal position in the proposed project.

**HHSA & DA Collaboration:** The DA participated in the Proposition 47 Cohort 1 LAC for Steps to Success and will serve on the new LAC for the Proposition 47 Cohort 3 Project. If other unforeseen impacts emerge during the project period, HHSA will work with the DA and the Proposition 47 Cohort 3 Project LAC to ameliorate negative repercussions. This may include reevaluating project processes and developing a corrective action plan to ensure the most successful outcomes.

Sincerely,

LEAD AGENCY SIGNATURE

X   
Nolan Sullivan  
Interim Director  
Yolo County Health & Human Services Agency

IMPACTED PUBLIC AGENCY SIGNATURE

X   
Jeff Reagle  
District Attorney  
Yolo County District Attorney's Office

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645



# COUNTY OF YOLO

## Health and Human Services Agency

*Nolan Sullivan*  
Interim Director

Nolan Sullivan  
Interim Director, HHSA

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
(530) 661-2945 • www.yolocounty.org

April 26, 2022

Board of State and Community Corrections  
Corrections Planning and Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: BSCC Proposition 47

Re: Local Government Impact Letter for Proposition 47 Grant Funds

This is a letter to acknowledge the anticipated impacts of the Yolo County Health and Human Services (HHSA) Proposition 47 Cohort 3 program proposal on the Yolo County Public Defender's Office.

Project Description: Yolo County's Proposition 47 Cohort 3 Project proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap-around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.

Impact to Yolo County Public Defender's Office: For the Proposition 47 Cohort 3 Project, the Public Defender's Office will assist with the ongoing community engagement, participate on the Local Advisory Committee (LAC), and will refer potential clients to the program.

HHSA & Public Defender Collaboration: The Public Defender's office has previously participated in the Proposition 47 Cohort 1 LAC for Steps to Success and will serve on the new LAC for the Proposition 47 Cohort 3 Project. If other unforeseen impacts emerge during the project period, HHSA will work with the PD and the Proposition 47 Cohort 3 Project LAC to ameliorate negative repercussions. This may include reevaluating project processes and developing a corrective action plan to ensure the most successful outcomes.

Sincerely,

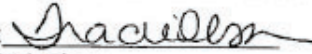
LEAD AGENCY SIGNATURE

X

  
Nolan Sullivan  
Interim Director  
Yolo County Health & Human Services Agency

IMPACTED PUBLIC AGENCY SIGNATURE

X

  
Tracie Olson  
Public Defender  
Yolo County Public Defender's Office

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645



# COUNTY OF YOLO

## Health and Human Services Agency

*Nolan Sullivan*  
Interim Director

Nolan Sullivan  
Interim Director, HHSA

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
(530) 661-2945 • www.yolocounty.org

April 29, 2022

Board of State and Community Corrections  
Corrections Planning and Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: BSCC Proposition 47

Re: Local Government Impact Letter for Proposition 47 Grant Funds

This is a letter to acknowledge the anticipated impacts of the Yolo County Health and Human Services (HHSA) Proposition 47 Cohort 3 program proposal on the Yolo County Law Enforcement Administrators Coordinating Council (LEACC).

Project Description: Yolo County's Proposition 47 Cohort 3 Project proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap-around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.

Impact to Yolo County LEACC: For the Proposition 47 Cohort 3 Project, members of LEACC will assist with ongoing community engagement and participate on the Local Advisory Committee (LAC).

HHSA & LEACC Collaboration: Members of LEACC previously participated in the Proposition 47 Cohort 1 LAC for Steps to Success and will serve on the new LAC for the Proposition 47 Cohort 3 Project. If other unforeseen impacts emerge during the project period, HHSA will work with LEACC and the Proposition 47 Cohort 3 Project LAC to ameliorate negative repercussions. This may include reevaluating project processes and developing a corrective action plan to ensure the most successful outcomes.

Sincerely,


LEAD AGENCY SIGNATURE

X

  
Nolan Sullivan  
Interim Director  
Yolo County Health & Human Services Agency

IMPACTED PUBLIC AGENCY SIGNATURE

X

  
Tom Lopez  
Chairman  
Yolo County Law Enforcement Administrators  
Coordinating Council

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645



# COUNTY OF YOLO

Health and Human Services Agency

*Nolan Sullivan*  
Interim Director

Nolan Sullivan  
Interim Director, HHS

MAILING ADDRESS  
137 N. Cottonwood Street • Woodland, CA 95695  
(530) 661-2945 • www.yolocounty.org

April 22, 2022

Board of State and Community Corrections  
Corrections Planning and Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: BSCC Proposition 47

Re: Local Government Impact Letter for Proposition 47 Grant Funds

This is a letter to acknowledge the anticipated impacts of the Yolo County Health and Human Services (HHS) Proposition 47 Cohort 3 program proposal on the Yolo County Probation Department (Probation).

Project Description: Yolo County's Proposition 47 Cohort 3 Project proposes to use Proposition 47 Grant funds to reduce recidivism by expanding access to substance use disorder (SUD) treatment and trauma-informed intensive case management, peer support, housing, and other wrap around supportive services for adults with a history of SUD and current or recent justice system involvement, with an emphasis on individuals experiencing homelessness. The project aims to improve the behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use; increase the self-sufficiency of participants through secured stable housing, improved income, and enrollment in health insurance; and reduce the justice system involvement for participants through prevention of further justice system involvement and diversion in which participants may have their SUD-related charge dismissed.

Impact to Yolo County Probation Department: For the Proposition 47 Cohort 3 Project, Probation will assist with ongoing community engagement, participate on the Local Advisory Committee (LAC), and work in collaboration with the project's team by providing supervision of offenders and monitoring compliance with court orders when applicable.

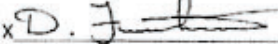
HHS & Probation Collaboration: The Chief Probation officer previously participated in the Proposition 47 Cohort 1 LAC for Steps to Success and will serve on the new LAC for the Proposition 47 Cohort 3 Project. If other unforeseen impacts emerge during the project period, HHS will work with Probation and the Proposition 47 Cohort 3 Project LAC to ameliorate negative repercussions. This may include reevaluating project processes and developing a corrective action plan to ensure the most successful outcomes.

Sincerely,

LEAD AGENCY SIGNATURE

X   
Nolan Sullivan  
Interim Director  
Yolo County Health & Human Services Agency

IMPACTED PUBLIC AGENCY SIGNATURE

X   
Dan Fruchtenicht  
Chief Probation Officer  
Yolo County Probation Department

**Davis**  
600 A Street  
Davis, CA 95616  
Mental Health (530) 757-5530

**West Sacramento**  
500 Jefferson Boulevard  
West Sacramento, CA 95605  
Service Center (916) 375-6200  
Mental Health (916) 375-6350  
Public Health (916) 375-6380

**Winters**  
111 East Grant Avenue  
Winters, CA 95694  
Service Center (530) 406-4444

**Woodland**  
25 & 137 N. Cottonwood Street  
Woodland, CA 95695  
Service Center (530) 661-2750  
Mental Health (530) 666-8630  
Public Health (530) 666-8645

## Attachment I: Project Work Plan

<b>(1) Goal: Improve behavioral health of participants with identified behavioral health needs through engagement in appropriate services and reduced risk/harm related to ongoing substance use.</b>			
Objectives: A. 85% of participants enrolled in intensive case management (ICM) with identified SUD needs will engage in SUD treatment services at the level and dosage recommended by the ASAM prior to program exit. B. 75% of participants enrolled in ICM with identified co-occurring mental health needs will engage in MH treatment services at the level and dosage recommended based on a mental health assessment prior to program exit. C. 60% of participants enrolled in SUD and/or mental health treatment will report improved ability to manage their SUD or co-occurring disorder symptoms as a result of engagement in treatment as measured by a participant survey prior to program exit. D. 70% of participants enrolled in SUD and/or mental health treatment will experience improved behavioral health stability as measured by an improvement in their substance abuse and/or mental health rating on the Self-Sufficiency Matrix from intake to program exit.			
Project activities that support the identified goal and objectives: 1. Identify and refer eligible individuals to C2C who have a history of SUD or co-occurring disorders. 2. Enroll participants in ICM and assess SUD and mental health needs. 3. Connect participants to appropriate SUD and/or mental health services at the level and dosage recommended by their assessments. 4. Support participants and provide resources/services through ICM to meet other needs.	Responsible staff/partners: DA/ Crisis Now/ HOTs & law enforcement/ Lead ICM CBO	Timeline	
		Start Date	End Date
		March 2023	March 2026
<b>(2) Goal: Increase the self-sufficiency of participants through secured stable housing, improved income, reduced civil legal barriers, and enrollment in health insurance.</b>			
Objectives: A. 60% of participants enrolled in ICM with identified housing needs will transition from emergency housing support to permanent housing prior to program exit. B. 80% of participants who secure permanent housing will remain housed at 6 months post program exit. C. 70% of participants enrolled in ICM with identified housing needs will experience improved housing stability as measured by an improvement in their housing rating on the Self-Sufficiency Matrix from intake to program exit. D. 40% of project participants enrolled in ICM without monthly income at enrollment will secure or increase monthly income through employment and/or benefits for which they are eligible prior to program exit. E. 80% of participants enrolled in ICM with identified civil legal needs will have their civil legal barriers to housing, income, or health insurance enrollment resolved during enrollment as measured by program data on issues resolved through direct legal assistance. F. 95% of participants who are eligible for but not enrolled in health insurance will be enrolled in health insurance during program participation. G. 70% of participants enrolled in ICM will experience improved self-sufficiency as measured by an improvement in their self-sufficiency rating on the Self-Sufficiency Matrix from intake to program exit.			
Project activities that support the identified goal and objectives: 1. Enroll participants in ICM. 2. Conduct timely risk/needs assessments with each participant enrolled in ICM and co-develop individualized case plans with participants. 3. Provide job search and application assistance. 4. Assist participants with obtaining identification and documentation. 5. Assist participants with applying for and enrolling in benefits and/or health insurance. 6. Facilitate warm linkages to housing and civil legal services providers for participants with identified housing and/or civil legal needs as appropriate. 7. Provide rapid rehousing/emergency housing support and other housing-related supports. 8. Provide direct legal assistance to address civil legal barriers and provide civil legal education through Know Your Rights workshops.	Responsible staff/partners: Lead ICM CBO/ Housing CBO/ Civil legal services CBO	Timeline	
		Start Date	End Date
		March 2023	March 2026
<b>(3) Goal: Reduce the criminal justice system involvement for participants through prevention, diversion, and restorative justice.</b>			
Objectives: A. 95% of participants from the prevention and diversion cohorts enrolled in ICM will complete a restorative justice conference and all agreement items from that conference. 90% of participants from the prevention and diversion cohorts enrolled in ICM will not recidivate within 12 months of graduating the program. B. 75% of participants from the prevention and diversion cohorts enrolled in ICM will not recidivate within 3 years of graduating the program (BSCC definition of recidivism). C. 80% of participants from the prevention and diversion cohorts enrolled in ICM will not be arrested during program participation. D. Participants from the prevention and diversion cohorts enrolled in ICM will experience 50% fewer average annual days in jail during program participation, compared to prior 3 years. E. Participants from the prevention and diversion cohorts enrolled in ICM will experience 50% fewer average annual arrests during program participation, compared to prior 3 years.			
Project activities that support the identified goal and objectives: 1. Identify and refer eligible individuals to C2C who have a history of SUD or co-occurring disorders and current or prior justice system involvement (diversion or prevention cohorts). 2. Enroll participants in ICM and assess risks/needs. 3. Develop individualized case plans to address risks/needs. 3. Connect participants to appropriate SUD and/or mental health services at the level and dosage recommended by their assessments and housing, civil legal services, and/or other supportive services based on assessed needs. 4. Support participants through ICM/peer support to meet their other needs.	Responsible staff/partners: DA/ Crisis Now/ Homeless outreach teams & law enforcement/ Lead ICM CBO Housing CBO/ Civil legal services CBO	Timeline	
		Start Date	End Date
		March 2023	March 2026

## Attachment J: List of Partner Agencies/Organizations

**Lead Public Agency:** Yolo County Health and Human Services

### Other Public Agency Partners

	Name of Agency	2-3 Sentence Description of Services to be Provided
1	<b>Yolo County District Attorney's Office</b>	The District Attorney's (DA) Office will manage eligibility determinations, train community panelists for RJ case conferences, and will assist with referrals to the Yolo County Connections to CARE (C2C) Program. The DA will also assist with the ongoing community engagement and participation on the Local Advisory Committee.
2	<b>Yolo County Public Defender</b>	The Public Defender's Office will assist with the ongoing community engagement and participation on the Local Advisory Committee.
3	<b>Yolo County Sheriff</b>	The Sheriff's Office will assist with the ongoing community engagement and participation on the Local Advisory Committee.
4	<b>Yolo County Probation Department</b>	Probation will coordinate service delivery and supervision with the ICM team for participants on probation. The Probation will also assist with the ongoing community engagement and participation on the Local Advisory Committee.

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

	Name of Organization	2-3 Sentence Description of Services to be Provided
1	<b>TBD – Treatment Services CBO</b>	The community-based organization (CBO) providing treatment and case management will provide wraparound services to participants with the goal of improving participants' behavioral health, increasing their self-sufficiency, and reducing their justice system involvement. The Lead ICM CBO will conduct the activities outlined in the project proposal, including administering assessments, developing individualized case plans, supporting participants to engage in treatment and meet diversion/restorative justice requirements, providing assistance obtaining personal identification, providing job and benefits application assistance, providing peer mentoring, and providing transportation assistance.
2	<b>TBD – Housing CBO</b>	The Housing Provider CBO will provide rapid rehousing, emergency housing support, bridge

		housing, transitional housing, permanent housing search and support, landlord recruitment, credit repair and good neighbor/community relationships coaching. These services will align with Housing First principles. This contract will include significant funding for direct to client supports in the form of financial assistance, including security deposits, utility payments, moving-costs assistance, and rental assistance.
<b>3</b>	<b>TBD – Civil Legal Services CBO</b>	The Civil Legal Services CBO item will provide direct legal assistance to address non-criminal legal barriers to basic needs and community-based educational workshops on civil rights.
<b>4</b>	<b>TBD – Program Evaluator</b>	The program evaluator who will oversee data collection and evaluation efforts including, developing the Local Evaluation Plan (LEP), developing the Final Local Evaluation Report (FLER), and providing ongoing technical assistance over 42 months of the 45-month project and evaluation period. Developing the LEP will include confirming process and outcome measures, confirming data collection strategies and sources, and entering data sharing agreements. Developing the FLER will include quantitative and qualitative data collection and analysis and report development. The evaluator's ongoing technical assistance will include assistance developing data collection tools and processes for monitoring and evaluation activities.

## Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement

**Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement**

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE <small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Nolan Sullivan	Interim Director	530-680-3826	Nolan.Sullivan@yolocounty.org
STREET ADDRESS	CITY	STATE	ZIP CODE
137 N. Cottonwood Street	Woodland	CA	95695
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE 5/2/22

**APPENDIX A: PROPOSITION 47 EXECUTIVE STEERING COMMITTEE ROSTER**

## Proposition 47 Executive Steering Committee

	<b>Name</b>	<b>Title / Organization</b>
1	Gaard, Janet	Retired Judge, BSCC Board Member, Chair
2	Barnes-Lopez, Naomi	Mental Health CSU, Orange County, Team Lead/Clinician II
3	Brooks, D'Andre	The Children's Initiative, San Diego, Juvenile Justice Associate
4	Brown-Taylor, Christine	San Diego County Sheriff's Department, Retired
5	Cabrera, Michelle	Behavioral Health Directors Association of CA, Sacramento, Executive Director
6	Dzubay, Jeremy	Monterey County Public Defender's Office, Assistance Public Defender
7	Hanna, Sylvia	Tulare County Superior Court, Judge
8	Jenkins, Mack	Council on Criminal Justice & Behavioral Health, Retired Probation Chief
9	Kuhns, Richard	County of Trinity, County Administrative Office (CAO)
10	McClain, Kevin	Community Housing Partnership, Sacramento, Exec Administrative Manager
11	Miramontes, Amber	Tulare County Public Defender's office, Supervising Attorney
12	Villamil, Denise	Southern California Crossroads, Executive Director
13	White, Dorothea	Valley State Prison, CDCR, SSMI, Employee Relations officer

## Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

### Appendix B: Grantee Assurance for Non-Governmental Organizations

(Page 1 of 2)

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations providing services with grant funds<sup>1</sup>. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least three (3) years prior to the effective date of its fiscal agreement with the BSCC or with the Proposition 47 grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the three (3) year date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- 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 within California. (An agent for service of process with a California address is insufficient.)

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

<sup>1</sup> Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, 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.).

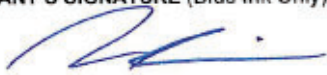
**Lead Public Agency:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
TBD – Treatment Services CBO			Yes x No <input type="checkbox"/>
TBD – Housing Assistance CBO			Yes x No <input type="checkbox"/>
TBD – Civil Legal Services CBO			Yes x No <input type="checkbox"/>
TBD – Project Evaluator			Yes x No <input type="checkbox"/>

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

The BSCC will not 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
Nolan Sullivan	Interim Health & Human Services Agency Director	530-680-3826	Nolan.Sullivan@yolocounty.org
STREET ADDRESS	CITY	STATE	ZIP CODE
137 N. Cottonwood Street	Woodland	CA	95695
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X 			5/2/22