

**STANDARD AGREEMENT**

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

**BSCC 534-19**

PURCHASING AUTHORITY # (If Applicable)

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY**

2. The term of this Agreement is:

START DATE

**AUGUST 15, 2019**

THROUGH END DATE

**MAY 15, 2023**

3. The maximum amount of this Agreement is:

**\$6,000,000**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1	Cohort 2 Prop 47 Request for Proposal*	*
Attachment 2	2019 Prop 47 Application for Funding	49
Appendix A	Proposition 47 2019 Scoring Panel	1
Appendix B	Grantee Assurance for Third Party Non-Governmental Organizations	2

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

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

**CONTRACTOR**

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

**ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY**

CONTRACTOR BUSINESS ADDRESS

1000 San Leandro Blvd.

CITY

San Leandro

STATE

CA

ZIP

94577

PRINTED NAME OF PERSON SIGNING

Colleen Chawla

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

10/2/19

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

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**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 Alameda County Health Care Services, hereafter referred to as Grantee or Contractor.

**2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The purpose of ACProp47 is to support residents who are involved in the justice system who have a mental health issue and/or substance use disorder (SUD) that limits one or more of their life activities. Our proposed project expands on the successful implementation of our Prop 47 Cycle I grant, which focused on providing intensive mental health (MH) and substance use disorder (SUD) support to our highest need reentry population. As Cycle I Prop 47 funding enabled the County to draw down significant match in third party billing, we have been able to institutionalize a large portion of the services supported by the initial grant through other funding sources. As a result, under our Cycle II application we propose to not only supplement existing intensive services, but also include additional prevention/early intervention diversion services to more comprehensively address the diverse needs of our justice impacted County residents.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Cohort 2 Prop 47 Request for Proposal (incorporated by reference) and Attachment 2: 2019 Prop 47 Application for Funding, which is attached and hereto and made part of this agreement.

**3. PROJECT OFFICIALS**

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

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

Name: Colleen Chawla  
Title: Director  
Address: 1000 San Leandro Blvd, Suite 300, San Leandro CA 94577  
Phone: (510) 618-1946

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

Name: Cecilia J. Serrano  
Title: Financial Director  
Address: 2000 Embarcadero Cove, Suite 400, Oakland CA 94606  
Phone: (510) 383-1517  
Email: Cecilia.Serrano@acgov.org

**EXHIBIT A  
SCOPE OF WORK**

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

Name: Sophia Lai  
Title: Senior Program Specialist, Quality Improvement  
Address: 2000 Embarcadero Cove, Suite 305, Oakland CA 64606  
Phone: (510) 567-8146  
Email: Sophia.Lai@acgov.org

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

**4. DATA COLLECTION**

Grantees will be required to comply with all of the data collection and reporting requirements as described in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.

**5. PROGRESS REPORTS AND EVALUATIONS**

**A. Quarterly Progress Reports**

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

Progress Report Periods	Due no later than:
1. August 15, 2019 to December 31, 2019	February 15, 2020
2. January 1, 2020 to March 31, 2020	May 15, 2020
3. April 1, 2020 to June 30, 2020	August 15, 2020
4. July 1, 2020 to September 30, 2020	November 15, 2020
5. October 1, 2020 to December 31, 2020	February 15, 2021
6. January 1, 2021 to March 31, 2021	May 15, 2021
7. April 1, 2021 to June 30, 2021	August 15, 2021
8. July 1, 2021 to September 30, 2021	November 15, 2021
9. October 1, 2021 to December 31, 2021	February 15, 2022
10. January 1, 2022 to March 31, 2022	May 15, 2022
11. April 1, 2022 to June 30, 2022	August 15, 2022
12. July 1, 2022 to September 30, 2022	November 30, 2022
13. October 1, 2022 to December 31, 2022	February 15, 2023
14. January 1, 2023 to February 15, 2023	March 31, 2023

**B. Evaluation Reports**

- 1. Local Evaluation Plan Due no later than:  
December 31, 2019

**EXHIBIT A  
SCOPE OF WORK**

- |   |                 |
|---|-----------------|
| 2. Two-Year Preliminary Evaluation Report | August 15, 2021 |
| 3. Final Local Evaluation Report          | May 15, 2023    |

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

**6. PROJECT RECORDS**

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

**7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Scoring Panel (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 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

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

**1. INVOICING AND PAYMENTS**

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

<b>Grant Cycle Quarterly Invoicing Periods</b>	<b>Due no later than:</b>
1. August 15, 2019 to December 31, 2019	February 15, 2020
2. January 1, 2020 to March 31, 2020	May 15, 2020
3. April 1, 2020 to June 30, 2020	August 15, 2020
4. July 1, 2020 to September 30, 2020	November 15, 2020
5. October 1, 2020 to December 31, 2020	February 15, 2021
6. January 1, 2021 to March 31, 2021	May 15, 2021
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10. January 1, 2022 to March 31, 2022	May 15, 2022
11. April 1, 2022 to June 30, 2022	August 15, 2022
12. July 1, 2022 to September 30, 2022	November 15, 2022
13. October 1, 2022 to February 15, 2023	March 31, 2023
<b>Evaluation Invoicing Period*</b>	<b>Due no later than</b>
14. February 16, 2023 to May 15, 2023	June 30, 2023

*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on the final invoice due June 30, 2023.*

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due March 31, 2023. Project costs/leveraged contributions incurred after February 15, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period, February 16, 2023 to May 15, 2023. All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

**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. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding the BSCC approved budgeted amount calculated in conformance with the requirements of the Cohort 2 Request for Proposals.

**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 for any fiscal year is reduced or falls below estimates contained within the Cohort 2 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. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted

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

during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grant or 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 provision, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise



**EXHIBIT B  
 BUDGET DETAIL AND PAYMENT PROVISIONS**

the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**7. PROJECT BUDGET**

<b>Budget Line Item</b>	<b>A. Grant Funds</b>	<b>B. Leveraged Funds</b>	<b>C. Total Project Value (A+B)</b>	<b>Percentage of Funds</b>
1. Salaries and Benefits <i>(Lead Agency only)</i>	-	319,667	319,667	
2. Services and Supplies <i>(Lead Agency only)</i>	-	50,000	50,000	
3. Professional Services & Public Agency Subcontracts	900,000	714,000	1,614,000	
4. Community-Based Organization Subcontracts <i>(minimum 50%)</i>	4,510,000	5,341,609	9,851,609	75%
5. Indirect Costs <i>(Lead Agency only)</i>	284,000	-	284,000	
6. Data Collection and Evaluation <i>(at least 5 percent (or \$25,000, whichever is greater) but not more than 10 percent)</i>	300,000	-	300,000	5%
7. Fixed Assets/Equipment <i>(Lead Agency only)</i>	-	-	-	
8. Other <i>(Travel, Training, etc.) (Lead Agency only)</i>	6,000	-	6,000	
<b>TOTALS</b>	\$6,000,000	\$6,425,276	\$12,425,276	

**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

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

Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

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

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

**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.

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

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

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

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

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

**2. GRANTEE ASSURANCES AND COMMITMENTS**

**A. Compliance with Laws and Regulations**

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

**B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

**C. Permits and Licenses**

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

**3. POTENTIAL SUBCONTRACTORS**

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement, including the eligibility requirements stated in the Cohort 2 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:

**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 project 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 3 years following the end of the

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

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.

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

**6. MODIFICATIONS**

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

**7. TERMINATION**

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

- 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: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, or approved modifications;
- 3) failure to provide the required local leveraged 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.

**8. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

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.

**9. UNION ACTIVITIES**

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

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

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**10. WAIVER**

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

APPENDIX A

Proposition 47 2019 Scoring Panel Membership

	Name	Title / Organization	Geographic Location (County)
1	Gordon Baranco - <i>Scoring Panel Chair</i>	Retired Judge, BSCC Board Member	Alameda
2	Michelle Scray Brown	Chief Probation Officer, San Bernardino County	San Bernardino
3	Edgar Campos	Principal Manager, EC Consulting	Los Angeles
4	Sharon Green	Founder & Executive Director, Victor Valley Family Resource Center	San Bernardino
5	Curtis Hill	Board Member, California Victim Compensation Board	San Benito
6	Tony Hobson, Ph.D.	Behavioral Health Director, Plumas County Behavioral Health	Plumas
7	Stephanie Kozofsky	Regional Impact Coordinator, Leadership for Educational Equity	Los Angeles
8	Kelly Martin	Custody Supervisor, El Monte Police Department	Los Angeles
9	Karen McDaniel	Co-Founder & Executive Director, The Place4Grace	Riverside
10	Lois Perkins	CEO, Life Community Development	San Bernardino
11	Patrick Rowe	Deputy, Sacramento County Sheriff's Department	Sacramento
12	Sarah Ruby	Deputy Public Defender, Santa Clara County Public Defender's Office	Santa Clara
13	Dorothea "Lynn" White	Employee Relations Officer, California Department of Corrections & Rehabilitation - Valley State Prison	Merced

## **APPENDIX B**

### **Grantee Assurance for Third Party Non-Governmental Organizations**

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. Pages 6-7 of 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:

- Be duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with a BSCC grantee;
  - Non-governmental organizations (NGO) that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of the BSCC grantee and NGO fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

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

In 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.

**APPENDIX B  
Grantee Assurance for Third Party Non-Governmental Organizations**

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

**Lead Public Agency: Alameda County Health Care Services**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Bay Area Community Services	629 Oakland Ave, Oakland, Ca 94611	jalmanza@bayareacs.org / 510-613-0330	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
La Familia Counseling Services	26081 Mocine Ave, Hayward, CA 94544	aortiz@lafamiliacounseling.org / 510-881-5921	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Center Point, Inc.	135 Paul Drive, San Rafael, CA 94903	cpmail@cpinc.org / 415-492-4444	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Carnales Unidos Reformando Adictos, Inc	4510 Peralta Blvd., Ste. 1, Fremont, CA 94536	prodiga28@sbcglobal.net / 510-713-3202	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Second Chance, Inc.	P.O. Box 643, Newark, CA 94560	jrogers@secondchanceinc.com / 510-792-4357	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Resource Development Associates, Inc.	2333 Harrison St, Oakland, CA 94612	lfoxmullen@resourcedevelopment.net / 510-984-1602	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Roots Community Health Center	9925 International Blvd, Oakland, CA 94603	Drnoha@rootsclinic.org / 510-777-1177	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

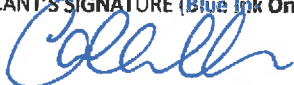
The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

**AUTHORIZED SIGNATURE**

(This document must be signed by the person who is authorized to sign the Grant Agreement.)

**APPENDIX B**  
**Grantee Assurance for Third Party Non-Governmental Organizations**

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
OFFICER Colleen Chawla	Director	510-618-1946	Colleen.chawla@acgov.org
STREET ADDRESS	CITY	STATE	ZIP CODE
1000 San Leandro Blvd., Ste. 300	San Leandro	Ca	94577
APPLICANT'S SIGNATURE (Blue Ink Only)	DATE		
x 	8/12/19		

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA

STATE OF CALIFORNIA

RESOLUTION NUMBER R-2019-335

A RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH CARE SERVICES AGENCY OR HER  
DESIGNEE TO EXECUTE PROPOSITION 47 GRANT AGREEMENT WITH THE CALIFORNIA BOARD  
OF STATE AND COMMUNITY CORRECTIONS

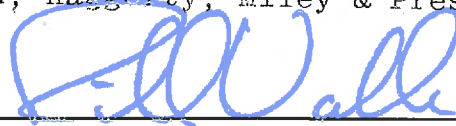
WHEREAS the County of Alameda by and through its Health Care Services Agency (hereafter referred to as HCSA) desires to participate in the second cohort of the Proposition 47 Grant administered by the California Board of State and Community Corrections (hereafter referred to as BSCC),

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the HCSA Director or her designee be authorized on behalf of, and by, the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.
2. That the grant funds received hereunder shall not be used to supplant expenditures controlled by this body for the same services set forth in the grant proposal.
3. That the County of Alameda and HCSA agree to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on September 17, 2019 by the following called vote:

**AYES:** Supervisors: Carson, Chan, Haggerty, Miley & President Valle-5  
**NOES:** None  
**EXCUSED:** None



\_\_\_\_\_  
President of the Board of Supervisors  
County of Alameda, State of California

**ATTEST:**  
Clerk of the Board of Supervisors  
County of Alameda

By: \_\_\_\_\_  


**APPROVED AS TO FORM:**

By: \_\_\_\_\_  


Raymond Leung  
Deputy County Counsel