

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1326- 24**

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

**PUBLIC DEFENDER FOR THE COUNTY OF MONTEREY****2. The term of this Agreement is:**

START DATE

**OCTOBER 3, 2024**

THROUGH END DATE

**JUNE 30, 2028****3. The maximum amount of this Agreement is:****\$8,000,000.00****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.**

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\* 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**

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

**PUBLIC DEFENDER FOR THE COUNTY OF MONTEREY**

CONTRACTOR BUSINESS ADDRESS

168 W. Alisal, 2<sup>nd</sup> Floor

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

SUSAN CHAPMAN

TITLE

Public Defender

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

**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

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## 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 Public Defender for the County of Monterey (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The purpose of the program is to support residents who are involved in the justice system and who also have a mental health (MH) issue and/or substance use disorder (SUD) that limits one or more of their life activities. The proposed project addresses the current gaps in providing MH and SUD support to our rural and lower income population. Monterey county proposes to not only supplement existing intensive services, but also include additional prevention/early intervention diversion services to our underserved areas using restorative justice principles and evidence-based treatment models.

B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Program 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: Susan Chapman  
Title: Public Defender  
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901  
Phone: 831-755-5806  
Email: [chapmanse@countyofmonterey.gov](mailto:chapmanse@countyofmonterey.gov)

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

Name: Amy Esquivel  
Title: Finance Manager  
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901  
Phone: 831-755-5543  
Email: [Esquivelav@countyofmonterey.gov](mailto:Esquivelav@countyofmonterey.gov)

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

Name: Michelle Wouden  
Title: Chief Deputy Public Defender  
Address: 168 W. Alisal, 2nd Floor, Salinas, CA 93901  
Phone: 831-796-6422  
Email: [woudenm@countyofmonterey.gov](mailto:woudenm@countyofmonterey.gov)

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

## EXHIBIT A: SCOPE OF WORK

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

### 4. DATA COLLECTION

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

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

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

#### B. Evaluation Documents

	Due no later than:
1. Local Evaluation Plan	March 31, 2025
2. Final Local Evaluation Report	June 30, 2028

#### C. Other

	Due no later than:
Financial Audit Report	June 30, 2028

### 6. PROJECT RECORDS

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

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

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

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

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

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) from receiving funds from the Proposition 47 Grant Program grants awarded under this RFP, except under authorized conditions, approved by BSCC. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Grant Program Scoring Panel 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 panelist, 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 30, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county'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 in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. October 3, 2024 to December 31, 2024	<b>Due no later than:</b> February 15, 2025
2. January 1, 2025 to March 31, 2025	May 15, 2025
3. April 1, 2025 to June 30, 2025	August 15, 2025
4. July 1, 2025 to September 30, 2025	November 15, 2025
5. October 1, 2025 to December 31, 2025	February 15, 2026
6. January 1, 2026 to March 31, 2026	May 15, 2026
7. April 1, 2026 to June 30, 2026	August 15, 2026
8. July 1, 2026 to September 30, 2026	November 15, 2026
9. October 1, 2026 to December 31, 2026	January 15, 2027
10. January 1, 2027 to March 31, 2027	May 15, 2027
11. April 1, 2027 to June 30, 2027	August 15, 2027
12. July 1, 2027 to September 30, 2027	November 15, 2027
13. October 1, 2027 to December 31, 2027	February 15, 2028
14. January 1, 2028 to March 31, 2028	May 15, 2028

**Final Invoicing Period\*:**

14. April 1, 2028 to June 30, 2028	<b>Due no later than:</b> August 15, 2028
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*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, March 31, 2028, and included on the invoice due May 15, 2028. Project expenditures incurred after March 31, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Period(s), with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the financial audit during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods 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 31st 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 2023 BSCC Grant Administration Guide](#).
- 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

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

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	\$772,604	\$0	\$772,604
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services or Public Agency Subcontracts	\$1,551,600	\$0	\$1,551,600
4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)	\$4,925,796	\$610,000	\$5,535,796
5. Project Evaluation and Monitoring [minimum 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds]	\$750,000	\$0	\$750,000
6. Equipment/Fixed Assets	\$0	\$0	\$0
7. Compliance Audit (must not exceed \$25,000 in grant funds)	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs (may not exceed 10% of grant award)	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$8,000,000</b>	<b>\$610,000</b>	<b>\$8,610,000</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 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program 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 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program 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 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.

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

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 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program 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 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program 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 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

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

(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.

### **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.

Title	<b>Public Defender for the County of Monterey</b>	06/09/2024
	by <b>Jeremy Dzubay</b> in <b>Proposition 47 Grant Program, Cohort 4 - Request for Proposals</b>	id. 46731128
	dzubayjc@co.monterey.ca.us	

<b>Original Submission</b>	06/09/2024
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Score	n/a
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Proposition 47	checked
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SUBMITTING A PROPOSAL FOR PROPOSITION 47 GRANT FUNDS	<p>The Proposition 47, Safe Neighborhoods and Schools Act Grant Program, Request for Proposals is divided into four sections: Applicant Information, Project Title and Project Summary Proposal Narrative and Budget (with key Attachments) Key Project Contacts Other Attachments: Mandatory and Optional Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Proposition 47, Safe Neighborhoods and Schools Act Grant Program application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Proposition 47, Safe Neighborhoods and Schools Act RFP Instruction Packet prior to completing this application process. The RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47, Safe Neighborhoods and Schools Act application. This document can be found at: <a href="https://www.bscc.ca.gov/s_bsccprop47/">https://www.bscc.ca.gov/s_bsccprop47/</a></p>
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CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Proposition 47, Safe Neighborhoods and Schools Act Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)
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APPLICANT INFORMATION, PROJECT TITLE AND PROJECT SUMMARY	This section requires information about the applicant and the proposed project.
Name of Applicant	Public Defender for the County of Monterey
Tax Identification Number	94-6000524
Applicant's Physical Address	168 W. Alisal, 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Applicant's Mailing Address (if different than physical address)	168 W. Alisal, 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Mailing Address For Reimbursement Payments	168 W. Alisal, 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Project Title	Effecting Change in Circumstances (ECC)
Project Summary	The purpose of the program is to support residents who are involved in the justice system and who also have a mental health (MH) issue and/or substance use disorder (SUD) that limits one or more of their life activities. The proposed project addresses current gaps in providing MH and SUD support to our rural and lower income population. Monterey county proposes to not only supplement existing intensive services, but also include additional prevention/early intervention diversion services to our underserved areas using restorative justice principles and evidence-based treatment models.

PROJECT  
NARRATIVE AND  
BUDGET

Complete the following sections: Section 1. Project Need Section 2. Community Engagement Including: Proposition 47 Local Advisory Committee Membership Roster (Attachment E) and Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F) Section 3. Project Description Including : Proposition 47 Project Work Plan (Attachment H) Section 4. Project Evaluation and Monitoring Section 5: Project Budget Attachment (Project Budget Table and Budget Narrative) The required attachments are stand-alone documents available on the BSCC Proposition 47 Homepage: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/) . Download, complete, and upload where prompted.

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Section 1. Project  
Need

Target Population and Project Need: The Public Defender's Office (PDO) Effecting Change in Circumstances (ECC) project will provide diversion and support services to justice-involved adults and youth experiencing mental health or substance use disorders (SUD) in Monterey County. The project aims to address existing service gaps that lead to unnecessary delays and difficulties in delivering diversion services for participants who have been arrested, charged with or convicted of a misdemeanor or non-violent felony. The project also seeks to address the underlying causes of unlawful behavior by altering conditions that lead to legal problems, improving participants' quality of life, and supporting their (re)integration into society, thus reducing their risk for recidivism.

ECC will primarily seek to serve low-income Hispanic adults and juveniles in Monterey County with mental health or substance abuse disorders who are eligible for diversion programs, but remain in custody on pending misdemeanor or nonviolent felony charges due to financial challenges and/or systemic service gaps. Additionally, youth who have been arrested, but who have not yet entered the court system will be a special focus population to reduce the number of individuals who enter the justice system; thus reducing the number of those who may be at risk for recidivism in the future (i.e., prevention). The project seeks to address four main gaps in service which prolong incarceration and result in unnecessary delays and difficulties in obtaining diversion programs for adults and juveniles with mental health or substance abuse needs, including:

[1] A 48–96-hour gap after arrest and before the first court appearance where important screening and intake interviews are not being conducted, resulting in prolonged incarceration. The project's Adult Rapid Response Team would close this gap by conducting in-custody screening and intake prior to the first court appearance, increasing the probability of the Public Defender to obtain release at the initial appearance, and providing immediate referrals to mental health, SUD and additional wraparound services such as supported housing, employment and/or education assistance.

[2] A lack of an intensive juvenile diversion program that includes a restorative justice component. Currently, there is no restorative justice program to which the Probation Department can divert first-time offenders in lieu of juvenile court proceedings. The program's Juvenile Rapid Response Diversion would create such a program to allow first time offenders to avoid becoming wards of the juvenile court, and also connect

youth with mental health, SUD, and other support services, all of which have been shown to reduce recidivism among youth (Zeola, Guina & Nahhas, 2017; Tolou-Shams, et. Al, 2023).

[3] The inability of persons in-custody to be evaluated by a mental health professional for mental health diversion. While a person is in jail, their Medi-Cal benefits are suspended (California Dept. of Public Health Billing Manual, 2024). Sometimes referred to as a “lockout,” healthcare providers are unable to receive compensation for providing services to people in jail, including case plans for the individual upon release. Justice-impacted individuals are put in a position where they are eligible for mental health diversion, but cannot get a psychologist or psychiatrist to evaluate them and draw up the case plans required by the court in order to grant mental health diversion, resulting in extended time in jail. The Mental Health Diversion component of the program would employ a behavioral health professional (e.g., MSW-LCSW, psychologist, etc.) to conduct the assessment; provide a diagnosis; determine the level of care required; develop a care plan, and; refer to the appropriate specialist(s) (e.g. outpatient or inpatient behavioral health practitioners, psychiatrists, etc.) for treatment, for people currently unable to obtain these services due to the Medi-Cal “lockout”.

This will allow individuals to exit custody, immediately begin needed treatment, and connect with wraparound support services.

[4] The County’s diversionary Sobering Center currently only operates four days a week due to a lack of funding. The current three-day gap results in individuals arrested for acute intoxication ending up in jail or the emergency room instead of being diverted to the safe space provided by the Sobering Center where they can be stabilized enough to be self-released and/or referred to needed services. The Sobering Center estimates that the added ECC project funding will allow them to treat 150 new individuals annually with services provided 24/7, closing this service gap.

Addressing Disparities: The project will primarily serve ethnically diverse individuals residing in rural, underserved communities including the high-poverty areas of Pajaro/Castroville to the north, Soledad to the south, and parts of Salinas, each of which have a poverty rate of 17%, which is far above the County’s and California’s rate of 12% (U.S. Census Bureau, 2023). Over 39% of Monterey County residents work in low-wage agricultural and hospitality jobs (U.S. Census Bureau, 2023), where, for example, agricultural workers receive the lowest average wages of any county in California (Employment Development Department, 2023). Most justice-impacted individuals from these communities are low-income which results in more time spent in jail due to their lack of money for bail, despite their eligibility for diversion programs. For those who are justice-impacted, time spent in custody can have a significant impact on the financial security/social stability of and interpersonal relationships between the individual and their families.

Additionally, reports from local law enforcement agencies including the Monterey County Sheriff’s Office, Probation Department and local Police Departments show that people of color are disproportionately affected by the criminal justice system in Monterey County. The below table shows that

although 61% of the county’s population is Hispanic, 84% of juvenile cases and 82% of adult cases were filed against Hispanic individuals. In addition to economic challenges and various systemic disparities that lead to these outcomes, many may also face barriers related to their immigration status (29% of residents are foreign-born) and more than half (55%) speak a language other than English at home, compared to 44% statewide and 21% nationally (U.S. Census Bureau, 2023). As a result of these multiple factors, Hispanic individuals are more likely than any other group to experience prolonged time in custody as they await mental health or SUD diversion.

#### Juvenile and Adults Cases by Race/Ethnicity in Monterey County, 2022-2023

Race	Juvenile Cases	Adult Cases	County Population
Asian	1%	0.4%	7%
Black	4%	3%	3%
Hispanic	84%	82%	61%
Pac. Islander	1%	0%	1%
White	8%	14%	28%
Other	2%	2%	7%

The ECC project will significantly improve support for this population by addressing the systemic service gaps that result in these disparate outcomes. ECC funding will be used to increase staff to expedite the diversion of justice-impacted individuals into much-needed mental health and SUD treatment and provide social services including supportive housing, transportation assistance, employment assistance, and restorative justice services. Diversion is the first step in connecting justice-involved youth and adults with the resources they need to lead healthy and productive lives, thus reducing their risk for recidivism. In addition to evaluating the project’s impacts on recidivism rates, the potential cost savings to local human services agencies, law enforcement, and medical facilities as a result of these diversion efforts will be assessed.

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#### Section 2. Community Engagement

**Local Advisory Committee Membership and Diversity:** The ECC project has convened a diverse group of stakeholders with an extensive history of collaboration and community engagement, many serving as members of the Prop 47-Cohorts I-III project’s Local Advisory Committees (LAC) including mental health, medical and SUD treatment professionals, homeless advocates, justice-involved people, community activists, County officials, education professionals, and law enforcement. Through long-term participation in the previous three Prop 47 projects, these individuals have gained significant experience and expertise serving as LAC members, and have already been vetted through extensive community feedback sessions. Additionally, new members with expertise in restorative justice, mental health, and SUD advocacy have also been invited to participate. Invited LAC members reside in and are employed across all areas of Monterey County and have experience with the project’s populations of focus.

The importance of recruiting a diverse body of members with experience living or working with the communities of focus is reflected in research on

localized needs such as Monterey County’s Community Health Needs Assessment (CHNA), a tool used to determine the health status, behaviors, and needs of Monterey County residents. Data from the 2022 CHNA report shows significant differences in outcomes for rural residents (focus population) compared with more urban areas. The stark disproportionality of self-reported mental health status compared with active treatment is shown below. In North Monterey County, for example, nearly 47% of individuals report “fair” or “poor” mental health, while only 8% are currently engaged in mental health treatment, showing how few are receiving the care they need.

The below table illuminates regional disparities related to drug and alcohol use and treatment. For example, the rate of illicit drug use in North County (14.2%) is more than twice the County rate (6.1), but only 1.7% of North County residents have ever sought treatment. The rates of excessive drinking are also higher in South County (27.2%) and Salinas (23.1%) than the County rate (18.1%), with a similar percentage in each area (4-5%) ever having sought treatment.

### Mental Health and SUD Findings of Monterey County’s Health Needs Assessment (2022)

#### Monterey County’s Health Needs Assessment (CHNA) - 2022 (Self-Reported)

	North Monterey County Peninsula	South Monterey County	Salinas	Monterey County	US
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Status of “Fair” or “Poor” Mental Health	46.6%	34.2%	33.3%	25.1%	34.3%	13.4%
Mental Health Treatment	8.0%	12.6%	18.0%	18.8%	14.9%	16.8%
Illicit Drug Use	14.2%	2.8%	3.6%	4.2%	6.1%	2.0%
Excessive Drinking	28.6%	27.2%	23.1%	25.6%	18.0%	27.2%
Ever Sought Professional Help for Alcohol/Drug-Related Problem	1.7%	4.4%	4.3%	7.7%	4.7%	5.4%

This research reveals significant discrepancies between those reporting mental health and SUD-related needs and the percentage of individuals receiving treatment in the more rural parts of Monterey County. The ECC project has assembled a diverse group of stakeholders with experience and expertise in addressing the barriers and challenges faced by residents of these areas.

Engagement Process: As described in the previous section, the ECC project obtained input for LAC membership from those with expertise in regional and disciplinary areas of need, to identify individuals whose knowledge and experience could best guide this project. Most of the selections were individuals with a demonstrated history of involvement in working with the target population. Additionally, some selections were first-time participants who showed a desire to become involved and to improve their community. Following the solicitation process, the Public Defender organized and publicly announced the first meeting of the LAC for

interested parties, which took place on June 5th, 2024 to discuss the project and ECC proposal. 26 LAC members were in attendance. Attendees were encouraged to ask questions and provide comments on the project. All participants who spoke during the meeting shared their enthusiasm for the project, mentioning the potential positive impacts it could have on the community including providing services to areas in need and underserved populations, as well as the potential economic benefits such as cost-savings to local hospitals and government agencies. The meeting was held via Zoom to encourage attendance by those in rural areas of the county or who were unable to travel. The meeting was ADA compliant, and accommodations were available if needed.

LAC Notification and Participation: Advisory Committee meetings will be noticed publicly on the main Monterey County website in addition to the websites of the Monterey County Public Defender, Monterey County Behavioral Health, and the CBO representatives on the Committee. Meetings will also be noticed during the public meetings of the Community Correctional Partnership, Restorative Justice Committee, and Juvenile Justice Committee. In an effort to provide opportunities for participation by community members and organizations located in the project's rural communities of focus, meeting locations will rotate throughout the County during the project and remote access by Zoom links will always be available to allow people to attend online and improve accessibility. All meetings will provide the opportunity for public comment to solicit feedback from the community and contribute to ongoing quality improvement.

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Proposition 47 Local Advisory Committee Membership Roster (Attachment E)

[Attachment\\_E\\_FINAL.pdf](#)

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Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F)

[Attachment\\_F\\_FINAL.pdf](#)

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Section 3. Project Description

Goals, Objectives and Impacts: As outlined in the Project Work Plan (Attachment H), the ECC goals and objectives address the systemic service gaps and barriers which prevent justice-impacted individuals, primarily people of color, from being diverted from custody into much-needed treatment and wraparound services. The ECC project would provide direct access to mental health services, residential and outpatient substance use disorder treatment, restorative justice programs, transitional and permanent housing, education and job training assistance, employment support and acute detoxification in order to support sustainable recovery and provide resources needed to avoid future interactions with the criminal justice system, thus reducing recidivism.

Identification of the Target Population: ECC project participants will be identified, assessed for mental health and SUD needs, and then referred to the appropriate services via a multi-step process possible through a collaborative multi-departmental partnership between Monterey County Sheriff's Office, Public Defender's Office (PDO), Probation Department, Behavioral Health, local law enforcement, and CBO partners, and assistance from a team of trained health/social service interns from the

Department of Health, Human Services and Public Policy (HHSPP) at California State University, Monterey Bay (CSUMB). The referral and assessment process will vary depending on the population receiving diversion, as described below:

**Adult Mental Health and/or SUD Diversion:** The referral process for new adult arrestees in pretrial custody will begin with daily booking reports provided by the Sheriff's Office, reviewed by existing PDO staff. These reports would identify arrestees in custody on misdemeanor or low-level felony offenses that could be eligible for diversion. Once a pool of clients is determined, and upon receipt of the clients, HHSPP interns would utilize an existing risk/needs assessment tool to interview them and identify mental health and/or SUD needs. Those with qualifying needs would be referred to the lead attorney at the Public Defender for development of a plan, to include pretrial release, any housing or transportation needs, pretrial diversion, and post-case and reentry services.

**Juvenile Mental Health and/or SUD Diversion:** The referral process for juvenile arrestees having mental health or substance disorder needs will be performed by the Monterey County Probation Department. Juveniles who are identified as having such needs and who are otherwise amenable to pretrial diversion will be referred to mental health and/or SUD services as well as the Monterey County Restorative Justice program; enrollment and participation in these services will be required in lieu of sending the case to the District Attorney for court proceedings.

**Sobering Center Diversion:** Referrals to Sun Street Center's Sobering Center are received from local law enforcement and parole and include arrestees charged with 647(f) or first offender 23152. Law enforcement delivers arrestees to the Sobering Center in lieu of booking them in jail. In addition, the Sobering Center makes referrals to Sun Street Centers' outpatient and residential SUD treatment programs and DUI Treatment Program, as well as other community agencies, based on client needs.

**Services Types, Sources and Method of Delivery:** The ECC project is anticipated to serve over 400 justice-involved individuals, primarily individuals of color, residing in the most underserved areas of Monterey County. Local law enforcement data shows that 84% of juvenile cases and 82% of adult cases in Monterey County in 2022-23 were made against individuals who identify as Hispanic, while CHNA data highlights severe mental health and SUD inequities in the high-poverty areas of North and South Monterey County, where many arrestees reside. This project seeks to address systemic gaps that exacerbate income and racial inequality and perpetuate the cycle of incarceration by providing vital services to support the unique needs of each participant.

As described in the previous section, the ECC project will offer various case-managed services based on individual client needs including legal assistance, residential and outpatient substance disorder treatments, restorative justice programs, outpatient mental health provisions, bridge housing, permanent housing, education, and transportation assistance. Each client in case-managed care (those with care plans through adult and juvenile mental health or SUD diversion) will receive an initial risk and

needs assessment prior to their first court hearing and will be directly connected with services which may include mental health or SUD treatment and restorative justice, transportation and housing programs as required in their custodial release plan. As the legal processes come to a resolution, the service plan will address longer-term issues such as education, employment, and aftercare to be overseen by ECC and CBO case managers. Additional services provided by the project will include acute detoxification provided by the Sobering Center. Service duration can range from short-term, (less than 48 hours in the case of persons diverted to the Sobering Center), up to 24-months in the case of persons placed on mental health or SUD diversion treatment plans.

**Service Delivery Approach:** All service providers will be vetted to ensure they are culturally competent in the areas of ethnic and language diversity, gender-identification variations, and providing services to those persons who have a history of trauma.

For youth, the juvenile diversion program is centered around the restorative justice model of viewing crime as a violation of interpersonal relationships, using empathy and face-to-face interactions as the main teaching tools for juveniles to learn about and reflect on the impact of their crime on their victims, in an effort to change their perspective and influence future decisions.

The ECC project will address the main barriers to serving our focus population of people in pretrial custody which include financial barriers (i.e., low-income status leading to personal resource limitations) and lack of access to health insurance (due to Medi-Cal lock-out). The project will fund mental health providers who can develop treatment plans for those in custody, which will eliminate the major barrier to receiving mental health and substance abuse disorder treatment.

**Process to Determine Providers:** Service providers will be prioritized who are able to directly deliver services on-site in the identified underserved rural areas of Monterey County or by providing transportation from these areas to the point of service; in both situations, it is paramount that the target population be met where they are. Priority will also be given to providers with experience assisting immigrant groups with unique language requirements, especially indigenous peoples from North and Central America who relocate in fairly large numbers to Monterey County for agricultural jobs. All providers will have staff in their organization, who have personally or professionally dealt with a mental health or substance use disorder and/or experienced justice system impacts, housing deficits, and/or other challenges common to the focus population.

**Start-Up Time:** Monterey County Public Defender already has established relationships with several eligible providers through the previous three Prop 47 projects, many of whom have existing networks with community organizations, law enforcement, and our focus communities. For instance, the Sobering Center provider is already working with local law enforcement agencies to provide services Thursday-Sunday and will be able to begin 24/7 operations immediately. Further, many end-user providers are already in place, ready to implement services if funding is provided to address systemic gaps. For example, funding staff to create treatment and care plans for in-custody persons would fill the current gap that prevents or

delays the focus population from accessing existing service providers.

**Leveraged Funds:** The ECC project leverages Medi-Cal funds for mental health treatment, SUD treatment, and in- and out-patient services. By leveraging these funds, the plan will be able to provide services to a larger pool of the focus population.

**Guiding Principles of Prop 47 and the ECC Project:** The ECC project stands as a beacon of hope and transformation for our community, particularly for justice-impacted individuals, primarily people of color, who have long been ensnared in a cycle of incarceration and systemic neglect. By meticulously addressing the systemic service gaps and barriers that hinder their path to recovery and reintegration, the ECC project offers a lifeline to those in need.

Consider the stark reality faced by adults and youth alike who find themselves entangled in the justice system, often grappling with untreated mental health and substance use disorders while languishing in custody. The statistics speak volumes: the majority of juvenile cases in Monterey County involve individuals of Hispanic descent, while a significant portion of both adult and juvenile populations struggle with mental health and substance use disorders. These are not just numbers; they represent real lives, real families, and real communities impacted by the failures of our current systems.

Through a comprehensive approach that combines multi-departmental partnerships, rigorous assessment protocols, and a wide array of tailored services, the ECC project aims to break the chains of recidivism and offer a pathway to sustainable recovery and empowerment. From legal assistance to residential treatment, from restorative justice programs to transitional housing, every aspect of the project is meticulously designed to meet the unique needs of each participant and to address the root causes of their involvement in the justice system.

Crucially, the ECC project is not just a theoretical endeavor; it is a practical, actionable plan backed by years of experience and grounded in the realities of our community. Leveraging existing relationships and prioritizing culturally competent providers, the project maximizes resources and ensures that no one is left behind.

But perhaps most importantly, the ECC project is a testament to the power of collaboration and compassion. It is a testament to what we can achieve when we come together as a community, recognizing the inherent dignity and potential of every individual, regardless of their past mistakes or circumstances.

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Bibliography  
(optional)

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Proposition 47 Project Work Plan (Attachment H)

[Attachment-H\\_Project-Work-Plan.final.docx](#)

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Section 4. Project      Project Evaluation Team and Monitoring Activities: Researchers from the

## Evaluation and Monitoring

Institute for Community Collaborative Studies (ICCS) at CSUMB have over seven years of experience in successfully evaluating Prop 47 projects and will evaluate the project. ICCS has participated in all planning meetings for the ECC project and will be actively engaged in designing and implementing the project evaluation from startup to closeout. The table below identifies the fidelity monitoring and data collection efforts that will take place during each phase of the project including the following: 1) development of the tools, systems, and processes needed for data collection; 2) ongoing qualitative data collection through quarterly provider meetings and annual interviews, 3) ongoing quantitative data collection through quarterly and recidivism reporting in each service year; and 4) a final analysis that includes a process evaluation, an outcome evaluation and an assessment of progress made toward project-related goals and objectives.

**Process and Outcome Measures:** The process and outcome measures that will be used for this project, as well as goals and objectives, are described in detail in Attachment H: Work Plan. A 10% reduction in recidivism is included as an outcome measure under Goal #1.

**Preliminary Research Plan:** During the Implementation Phase of the project, ICCS researchers will collaborate with project partners to develop the Local Evaluation Plan (LEP) to include the project theory and logic model. The Public Defender (PDO) will review and update all existing agreements as needed, including those with the Monterey County Sheriff's Office (MCSO) and Behavioral Health. New data-sharing agreements will be established with additional providers, who will receive training on recording and reporting de-identified client data. Baseline data will be collected during the Implementation Phase to the extent possible, using data available from DPO's Digital Case Management System, reports from MCSO and the Probation Department, and internal data from providers. Any gaps in data collection will be identified and addressed before implementation of service delivery. The research plan for the ongoing process and outcome evaluation is described below:

**Process Measures and Methodology:** The ongoing process evaluation will describe how the project's activities are implemented as reflected in the work plan and logic model, as well as the level to which the outputs are being achieved. The evaluation will use qualitative data collected on an ongoing basis from each provider through quarterly stakeholder meetings, as well as annual interviews, with the measures for the process evaluation following directly from the activities and outputs described in the work plan and logic model.

**Outcome Measures and Methodology:** The ongoing outcome evaluation will include a two-prong analysis:

1. **Provider Reports:** This component of the outcome evaluation will use quantitative data derived from quarterly reports submitted to evaluators by each provider. The evaluation team will use this de-identified data to populate a client services database in which information on each participant (identified by a unique ID#) is tracked over time. This centralized database allows the evaluation team to track outputs and outcomes, avoid duplication of clients, and maintain a record of referrals between providers.

The Prop 47 client database is also used to match clients for the recidivism analysis.

2. Recidivism: To conduct this evaluation, PDO will utilize a data-sharing agreement with the MCSO and Probation to obtain arrest reports, which date back to April 1998 and are updated every month. PDO will then match arrest records to Prop 47 clients to assess their arrest history within the County. In addition, the evaluation will also analyze conviction data, which comes directly from the Monterey County Superior Court via PDO. PDO then compiles conviction histories for Prop 47 clients arrested after being admitted into the project.

Findings from the process and outcome analysis will be compiled and presented to the project partners and the LAC at the end of each service year to inform performance measurement and quality improvement. A final analysis will also take place during closeout to include a process and outcome evaluation and assessment of progress made toward project-related goals and objectives; the findings will be summarized in the Local Evaluation Report and submitted to the BSCC at the end of the project period.

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Section 5. Budget Attachment (Project Budget Table and Budget Narrative)

[Copy\\_of\\_Prop-47-Cohort-4-Budget-Attachment-FINAL.xlsx](#)

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KEY PROJECT CONTACTS	This sub-section requires information about the key project contact individuals that will be acting as the project administrators of the grant. This section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.
Project Director	Michelle Wouden
Project Director's Title	Chief Deputy Public Defender
Project Director's Physical Address	168 W. Alisal, 2nd Floor 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Project Director's Email Address	woudenm@countyofmonterey.gov
Project Director's Phone Number	+18317966422

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Financial Officer	Amy Esquivel
Financial Officer's Title	Finance Manager
Financial Officer's Physical Address	168 W. Alisal, 2nd Floor 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Financial Officer's Email Address	Esquivelav@countyofmonterey.gov
Financial Officer's Phone Number	+18317555543
Day-To-Day Program Contact	Michelle Wouden
Day-To-Day Program Contact's Title and Agency/Department/Organization	Chief Deputy Public Defender
Day-To-Day Program Contact's Physical Address	168 W. Alisal, 2nd Floor 2nd Floor Salinas CA 93901 US 36.67415 -121.65924
Day-To-Day Program Contact's Email Address	woudenm@countyofmonterey.gov
Day-To-Day Program Contact's Phone Number	+18317966422
Day-To-Day Fiscal Contact	Amy Esquivel
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Finance Manager

Day-To-Day Fiscal Contact's Physical Address 168 W. Alisal, 2nd Floor  
2nd Floor  
Salinas  
CA  
93901  
US  
36.67415  
-121.65924

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Day-To-Day Fiscal Contact's Email Address esquivelav@countyofmonterey.gov

---

Day-To-Day Fiscal Contact's Phone Number +18317555543

---

Name of Authorized Officer\* Susan Chapman

---

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

---

Date of Assurance 6/5/2024

---

Authorized Officer's Title and Agency/Department Public Defender

---

Authorized Officer's Physical Address 168 W. Alisal, 2nd Floor  
2nd Floor  
Salinas  
CA  
93901  
US  
36.67415  
-121.65924

---

Authorized Officer's Email Address chapmanse@countyofmonterey.gov

---

Authorized Officer's Phone Number +18317555806

---

OTHER ATTACHMENTS: MANDATORY AND OPTIONAL

The following attachments are mandatory: Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Funds Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement The following attachment is optional at time of submission, but will be required if the grant is awarded: Attachment G: Governing Board Resolution attachment upload is optional at Application submission. These documents are stand-alone documents available on the BSCC Proposition 47 Homepage: [https://www.bscc.ca.gov/s\\_bsccprop47/](https://www.bscc.ca.gov/s_bsccprop47/) . Download, complete, and upload where prompted.

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

[Appendix-B\\_Criteria-for-NGOs.filled.docx.pdf](#)

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

[Appendix-C\\_Certification-of-Compliance.filled.docx.pdf](#)

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Attachment G:  
Governing Board  
Resolution (Optional)

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

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Instructions:** The form on the following page must be submitted with the proposal even if there are no plans to subcontract at the time of submission, or if the name of the subcontract party is unknown. In either of these cases, the applicant should write “N/A” in the Name of Subcontracted Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)<sup>1</sup> providing services with grant funds. 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 six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee’s subcontract agreement;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee’s subcontract agreement;
- Be registered with the [California Secretary of State’s Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- 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.

### Completing the NGO Assurance (next page)

1. Provide the name of the Applicant Agency (the Grantee).
2. List all contracted parties (if known\*).
3. Check Yes or No to indicate if each contracted part meets the requirements.
4. Sign and submit with the proposal.

**\*Note:** If the name of the contracted part is unknown, write TBD in the “Name of Contracted Party” field and sign the document.

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.

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<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.

**Proposition 47 Grant Program  
Non-Governmental Organization Assurances**

**Name of Applicant:**

Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
Restorative Justice Partners, Inc.	229 Reindollar Ave., Suite B Marina CA 93933	831.883.4325 restorativejusticepartners@gmail.com	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Sun Street Centers	11 Peach Drive Salinas CA 93901	831.753.5135 info@sunstreet.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input 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 Proposition 47 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
Susan E. Chapman	Public Defender	831.755.5806	chapmanse@countyofmonterey.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal, 2 <sup>nd</sup> Floor	Salinas	CA	93901
<b>APPLICANT'S SIGNATURE (e-signature acceptable)</b> DocuSigned by: X  <i>Susan Chapman</i> <small>2D93C433446B4C5</small>			<b>DATE</b> 06/05/2024

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

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal**

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

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

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

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

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

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Susan E. Chapman	Public Defender	831.755.5806	chapmanse@countyofmont erey.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
168 W. Alisal, 2 <sup>nd</sup> Floor	Salinas	CA	93901
APPLICANT'S SIGNATURE (e-signature acceptable) 			DATE
<input checked="" type="checkbox"/>			06/05/2024

## Attachment E: Proposition 47 Local Advisory Committee Membership Roster

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Lead Agency: County of Monterey, Public Defender's Office**

Individual Name	Job Title	Agency/Organization
Steven Adams	City Manager	City of King
*Jose Arreola	Administrator, Community Safety and Director, Community Alliance for Safety and Peace	City of Salinas
*Priscilla Barba	Chief of Staff to Supervisor Chris Lopez	County of Monterey
*Colleen Beye	Executive Director	NAMI Monterey County
Keith Boyd	Undersheriff	County of Monterey, Sheriffs Office
Susan Chapman	Public Defender	County of Monterey, Public Defender's Office
Glenn Church	Supervisor, Chair of the Board of Supervisors	County of Monterey
Tammy DelConte	Librarian III	County of Monterey
Jeremy Dzubay	Chief Assistant Public Defender	County of Monterey, Public Defender's Office
Kathryn Eckert	Bureau Chief/Director	County of Monterey, Behavioral Health
Latasha Ellis-Bowers	Finance Manager I	County of Monterey, Public Defender's Office
Amy Esquivel	Finance Manager	County of Monterey, Public Defender's Office
*Kirsten Featherstone	Chief Nursing Officer (CNO)	Mee Memorial Hospital
Anna Foglia	Chief Executive Officer	Sun Street Centers
Chris Graveline	Program Director	Sun Street Centers, King City
*Michael Gray	Principal	King City High
*Maria Gurrola	Professor	California State University Monterey Bay
*Cathy Gutierrez	Community Member / Retired Monterey County Behavioral Health Deputy Director	Retired
Eddie Hathcock	Program Director for Sobering Center	Sun Street Centers
Alexa Johnson	Executive Director	Housing Resource Center of Monterey County

Individual Name	Job Title	Agency/Organization
*Cindy Joerger	Management Analyst	County of Monterey, CAO Homeless Services
Kim Judson	Professor, Public Health & Public Policy Collaborative Health & Human Services Program	California State University Monterey Bay
Phyllis Katz	Directing Attorney	California Rural Legal Assistance, Inc.
Todd Keating	Chief Probation Officer	County of Monterey, Probation Office
Bob Langley	President	Freedom Live Ministries
Shar Langley	Chief Operating Officer	Freedom Live Ministries
*Michelle Lazzaroni	Accountant III	County of Monterey, Behavioral Health
Mike LeBarre	Mayor	City of King
Jessica Liette	Administrative/Research Analyst Institute of Community Collaborative Studies	California State University Monterey Bay
Joe Livernois	Board President	NAMI Monterey County
Christopher Lopez	Supervisor	County of Monterey
Ariana Magana	Branch Manager	County of Monterey, Castroville Library
*Valerie Maturino	DSPS Counselor/LSK Instructor	Hartnell College
Veronica Miramontes	Finance & Policy Manager	MILPA Collective
Guillermo Mixer	Chief of Police	City of Greenfield
Rosary Moreno	MPA, Management Analyst III	County of Monterey, Behavioral Health
Ignacio Navarro	Professor	CSUMB, Institute for Community Collaborative Studies
*Darlene Noriega	Executive Assistant to the City Manager	City of Soledad
Tonantzin Ocampo	BH Unit Supervisor	County of Monterey, Behavioral Health
Thomas O'Keefe	Assistant Public Defender	County of Monterey, Public Defender's Office
*Jose Ramirez	Assistant Chief Probation Officer	County of Monterey, Probation Office
Melanie Rhodes	Deputy Director	County of Monterey, Behavioral Health
*Jose Rios	Mayor	City of Gonzales
*Desiree Rosas	Program and Leadership Assistant	MILPA Collective
Rena Salamacha	Chief Executive Officer	Mee Memorial Hospital
Philip Sherwood	Program Manager	County of Monterey, Behavioral Health

Individual Name	Job Title	Agency/Organization
William Sims	Probation Division Manager	County of Monterey, Probation Office
*Jason Smith	Chief Deputy	County of Monterey, Sheriffs Office
Rebecca Smith	Captain	County of Monterey, Sheriffs Office
*Susan Swick	VP of Beh Health	Community Hospital of the Monterey Peninsula
*Sandra Vazquez	Executive Assistant	Montage Health
Marilyn Vierra	Chief of Staff to Supervisor Church	County of Monterey
George Villa	Prop 47 Work/Programs and Research Manager	MILPA
Janeel Welburn	Manager Case Management & Social Services	Mee Memorial Hospital
Roxanne Wilson	County Director of Homeless Services	County of Monterey
*Keith Wise	Chief of Police	City of Gonzales
*Paul Wood	City Manager	City of Greenfield
Michelle Wouden	Chief Deputy Public Defender	County of Monterey, Public Defender's Office

\* = Signature/Membership Pending

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

**Attachment F: Proposition 47 Local Advisory Committee Letter of Agreement**

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

*Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures and/or e-signatures are acceptable. Include additional signature lines as necessary.*

June 3, 2024

This is a letter of agreement between **(Lead Agency)** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **(Lead Agency)** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- 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.

*(Note: Applicants may provide additional information; e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)*

Signed in mutual agreement,

**LEAD PUBLIC AGENCY SIGNATURE**

DocuSigned by:  
  
X \_\_\_\_\_  
Signature  
Susan Chapman                      Susan Chapman, Public Defender  
**Name                                      Title**

Monterey County Public Defender

***Name of Partner Organization***

168 W. Alisal Street, Second Floor, Salinas, CA 93901

***Address***

**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES:**

See attached pages.

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

DocuSigned by:  
X Jeremy Dzubay  
Signature

Jeremy Dzubay Chief Assistant Public Defe  
Name Title

Public Defender for the County of Monterey  
Name of Partner Organization

168 W. Alisal, 2nd Floor, Salinas CA 93901  
Address

DocuSigned by:  
X [Signature]  
Signature

Michelle Wouden Chief Deputy Public Defender  
Name Title

Public Defender's Office  
Name of Partner Organization

168 W Alisal St, 2nd floor, Salinas, CA 93901  
Address

Address

DocuSigned by:  
X Amy Esquivel  
Signature

Amy Esquivel Finance Mngr  
Name Title

County of Monterey  
Name of Partner Organization

168 W Alisal Street, Second Floor, Salinas, CA 93901  
Address

Address

DocuSigned by:  
X Steven Adams  
Signature

Steven Adams City Manager  
Name Title

City of King  
Name of Partner Organization

212 S. Vanderhurst Avenue, King City, CA 93901  
Address

Address

DocuSigned by:  
X Thomas O'Keefe  
Signature

Thomas O'Keefe Assistant Public Defender  
Name Title

County of Monterey Public Defender  
Name of Partner Organization

168 West Alisal, 2nd Floor, Salinas CA 93901  
Address

DocuSigned by:  
X [Signature]  
Signature

Latasha Ellis-Bowers  
Name Title

County of Monterey  
Public Defender  
Name of Partner Organization

168 W. Alisal St. Second Floor, Salinas, CA 93901  
Address

Address

DocuSigned by:  
X Philip Sherwood  
Signature

Philip Sherwood BH Services Manager  
Name Title

Monterey County Behavioral Health  
Name of Partner Organization

12th St, Marina, CA 93933  
Address

Address

DocuSigned by:  
X Rena Salamacha  
Signature

Rena Salamacha Chief Executive Officer  
Name Title

Mee Memorial Healthcare System  
Name of Partner Organization

300 Canal Street King City, CA 93930  
Address

Address

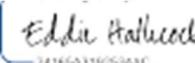
PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X    
DocuSigned by: William Sims  
 Signature  
 William Sims Probation Division Manager

Name Title  
 Monterey County Probation Department

Name of Partner Organization  
 20 E. Alisal St., Salinas, CA

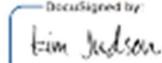
Address

X    
DocuSigned by: Eddie Hathcock  
 Signature  
 Eddie Hathcock Program Director - Sobering Center

Name Title  
 Sobering Center - Sun Street Centers

Name of Partner Organization  
 119 Capitol Street Salinas Ca 93901

Address

X    
DocuSigned by: Kim Judson  
 Signature  
 Kim Judson ICCS Director

Name Title

Kim Judson, DrPH

Name of Partner Organization  
 Institute for Community Collaborative Studies 3 Williams Road, Salinas, CA 93905

Address

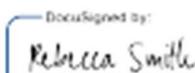
X    
DocuSigned by: Mike LeBarre  
 Signature  
 Mike LeBarre Mayor

Name Title

City of King

Name of Partner Organization  
 212 S Vanderhurst Ave, King City CA 93930

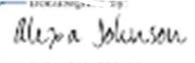
Address

X    
DocuSigned by: Rebecca Smith  
 Signature  
 Rebecca Smith Sheriff's Captain

Name Title  
 Monterey County Sheriff's Office

Name of Partner Organization  
 1414 Natividad Rd, Salinas

Address

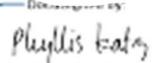
X    
DocuSigned by: Alexa Johnson  
 Signature  
 Alexa Johnson Executive Director

Name Title

Housing Resource Center

Name of Partner Organization  
 60 W. Market Street, #130, Salinas, CA 93901

Address

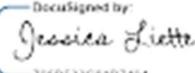
X    
DocuSigned by: Phyllis Katz  
 Signature  
 Phyllis Katz Attorney at Law

Name Title

California Rural Legal Assistance, Inc.

Name of Partner Organization  
 3 Williams Road, Salinas, CA 93905

Address

X    
DocuSigned by: Jessica Liette  
 Signature  
 Jessica Liette Research/Admin Analyst

Name Title

Institute for Community Collaborative Studies

Name of Partner Organization  
 100 Campus Center, Seaside CA 93955

Address

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

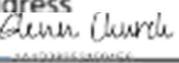
DocuSigned by:  
  
 X \_\_\_\_\_

Signature  
 Tammy Del Conte Librarian III

Name Title

Monterey County Free Libraries

Name of Partner Organization  
 17822 Moro Rd., Prunedale CA

Address  
  
 X \_\_\_\_\_

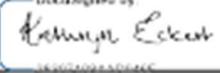
Signature  
 Glenn Church Chair, Board of Supervisors

Name Title

Monterey County

Name of Partner Organization  
 Monterey County

Address

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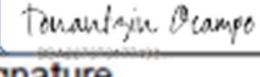
Signature  
 Kathryn Eckert Behavioral Health Bureau Chief

Name Title

Behaviorial health Bureau Chief

Name of Partner Organization  
 County of Monterey

Address

DocuSigned by:  
  
 X \_\_\_\_\_

Signature  
 Tonantzin Ocampo Unit Supervisor

Name Title

Monterey County Behavioral Health

Name of Partner Organization  
 1441 Constitution Blvd., Salinas, Ca

Address

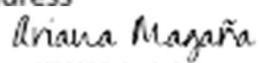
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Signature  
 Under Sheriff Keith Boyd

Name Title

MCSO

Name of Partner Organization  
 1414 Natividad Rd., Salinas CA 93906

Address  
  
 X \_\_\_\_\_

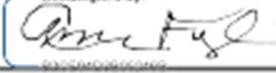
Signature  
 Ariana Magaña Librarian II

Name Title

Monterey County Free Libraries

Name of Partner Organization  
 11160 Speegle St., Castroville, CA

Address

DocuSigned by:  
  
 X \_\_\_\_\_

Signature  
 Anna Foglia CEO

Name Title

Sun Street Centers

Name of Partner Organization  
 11 Peach Dr Sainas CA 93901

Address

DocuSigned by:  
  
 X \_\_\_\_\_

Signature  
 Chris Graveline Director of Recovery Services

Name Title

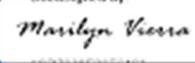
Sun Street Centers

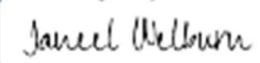
Name of Partner Organization  
 641 Broadway St King City Ca. 93930

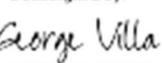
Address



**PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES**

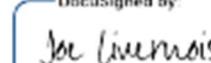
DocuSigned by:  
  
 X \_\_\_\_\_  
**Signature**  
 Marilyn Vierra      Chief of Staff, District 2  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 Marilyn Vierra  
 \_\_\_\_\_  
 Name of Partner Organization  
 County of Monterey

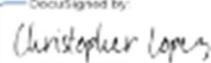
Address  
 \_\_\_\_\_  
 X   
 \_\_\_\_\_  
**Signature**  
 Janeel Welburn      Janeel Welburn, Manager CM/SS  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 Mee Memorial Healthcare System  
 \_\_\_\_\_  
 Name of Partner Organization  
 Mee Memorial Healthcare System

Address  
 \_\_\_\_\_  
 DocuSigned by:  
  
 X \_\_\_\_\_  
**Signature**  
 George Villa      Policy and Programs Manager  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 MILPA  
 \_\_\_\_\_  
 Name of Partner Organization  
 MILPA

Address  
 \_\_\_\_\_  
 X \_\_\_\_\_  
**Signature**  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Partner Organization  
 \_\_\_\_\_  
 Address

DocuSigned by:  
  
 X \_\_\_\_\_  
**Signature**  
 Roxanne Wilson      County Homeless Services Director  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 County of Monterey  
 \_\_\_\_\_  
 Name of Partner Organization  
 168 W. Alisal St, 3rd Fl, Salinas Ca 93901

Address  
 \_\_\_\_\_  
 DocuSigned by:  
  
 X \_\_\_\_\_  
**Signature**  
 Joe Livernois      Board President  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 NAMI Monterey County  
 \_\_\_\_\_  
 Name of Partner Organization  
 NAMI Monterey County

Address  
 \_\_\_\_\_  
 DocuSigned by:  
  
 X \_\_\_\_\_  
**Signature**  
 Christopher Lopez      County Supervisor  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 Monterey County Supervisor  
 \_\_\_\_\_  
 Name of Partner Organization  
 599 El Camino Real, Greenfield, 93927

Address  
 \_\_\_\_\_  
 X \_\_\_\_\_  
**Signature**  
 \_\_\_\_\_  
 Name                      Title  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Partner Organization  
 \_\_\_\_\_  
 Address

## Attachment H: Proposition 47 Project Work Plan

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.**

**Instructions:** Applicants must complete a Project Work Plan, using the format below, that identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project’s top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process, and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

<b>(1) Goal:</b>	<b>Reduce recidivism by linking the target population to services.</b>		
Objectives (A., B., etc.)	<ul style="list-style-type: none"> <li>A. Within 24-48 hours of arrest, screen the target population for mental health and substance abuse disorders, and implement a collaborative network of services.</li> <li>B. Reduce the time the target population spends in pretrial custody</li> <li>C. Increase the number of adult arrests that are diverted from prosecution</li> <li>D. Increase the number of juvenile arrests that are diverted from prosecution</li> </ul>		
Process Measures and Outcome Measures:	<p>Process Measures</p> <ul style="list-style-type: none"> <li>• Conduct in-custody screening and intake</li> <li>• Develop a collaborative network of providers to offer an array of services based on client needs</li> <li>• Provide case management to individuals and link them with appropriate services</li> <li>• Implement housing support services</li> <li>• Implement restorative justice services</li> <li>• Implement employment services</li> </ul> <p>Outcome Measures</p> <ul style="list-style-type: none"> <li>• Divert 25 adults from jail into services through rapid response</li> <li>• Divert 40 youth from juvenile detention or probation into services through rapid response</li> <li>• Provide housing for 10 individuals</li> <li>• 40 individuals participate in employment services</li> <li>• Reduce recidivism among the population of focus by at least 10%.</li> </ul>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Obtain evidence-based screening tools	Michelle Wouden/Ashley Butler	10/01/2024	02/01/2025
Develop agreements with CSUMB internship program, mental health providers, SUD providers, housing providers, and employment providers	Michelle Wouden/Ashley Butler	10/01/2024	10/30/2024
Hire a team of social work interns to perform the pre-arraignment screenings.		10/01/2024	3/31/2025

Recruit and provide training for interns including intern orientations, Mental Health first aid, restorative justice principles, trauma-informed care, etc.	CSUMB Field Program Staff		
Data resources will be the County Sheriff's custody division data and the Digital Case Management system used by the Public Defender. The Public Defender and project partners will also complete quarterly reports to identify the number and demographics of clients served, as well as the types of services received, to be analyzed and submitted to the BSCC by ICCS researchers. Recidivism data will be obtained through an agreement with the Monterey County Sheriff's Office in which they will share booking data with the Public Defender in order to identify pre- and post-enrollment arrests and convictions for clients served through the ECC project.			

<b>(2) Goal:</b>	<b>Divert individuals with behavioral health needs from the criminal justice system to treatment and support services.</b>		
Objectives (A., B., etc.)	Increase the number of persons in pretrial custody who are eligible and suitable for mental health diversion by supplying them with proposed treatment plans for their hearings		
Process Measures and Outcome Measures:	<p>Process Measures</p> <ul style="list-style-type: none"> <li>• Provide client mental health diagnoses and assessments</li> <li>• Develop mental health diversion care plans</li> <li>• Implement bridge treatment</li> <li>• Provide case management to individuals and link them with appropriate services</li> </ul> <p>Outcome Measures</p> <ul style="list-style-type: none"> <li>• Obtain mental health diversion for 25 felony clients.</li> <li>• Obtain mental health diversion for 40 misdemeanor clients.</li> </ul>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
Contract with mental health provider(s) to conduct mental health diagnosis and assessment Develop agreements with mental health provider(s) to implement bridge treatment Hire 2 FTE Social Worker III positions.	Michelle Wouden Michelle Wouden Melanie Rhoads/Wouden	10/01/2024 10/01/2024 10/01/2024	12/01/2024 12/01/2024 12/31/2024
List data and sources to be used to measure outcomes: The Public Defender digital case management system will be used to identify individuals able to obtain mental health diversion. This information will be reported in quarterly reports submitted to ICCS researchers and subsequently to the BSCC.			

<b>(3) Goal:</b>	<b>Divert individuals with substance use disorders from the criminal justice system to treatment and support services.</b>		
Objectives (A., B., etc.)	<p>A. Operate the Sobering Center an additional 3 days per week, so services are available seven days a week, 24 hours a day</p> <p>B. Establish a team to transport clients from jail to residential treatment programs.</p> <p>C. Increase the number of arrestees with substance abuse disorders who are diverted to the Sobering Center in lieu of jail.</p> <p>D. Increase the number of arrestees with substance abuse disorders who are diverted to SUD treatment and services in lieu of jail.</p>		

Process Measures and Outcome Measures:	<p>Process Measures</p> <ul style="list-style-type: none"> <li>● Prop 47 case managers, staff and interns provide case management to connect individuals with services through rapid response or mental health diversion</li> </ul> <p>Outcome Measures</p> <ul style="list-style-type: none"> <li>● Divert 40 individuals per year from jail into residential substance use disorder treatment.</li> <li>● Divert 150 individuals per year to the sobering center in lieu of jail.</li> </ul>
--	--

Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Contract with local Sobering Center	Michelle Wouden	10/01/2024	12/31/2024
Contract with NGO to provide assessment and transportation services to in-patient facilities	Michelle Wouden	10/01/2024	12/31/2024
Contract with NGO to provide SUD treatment, case management and support services	Michelle Wouden	10/01/2024	12/31/2024

List data and sources to be used to measure outcomes: [1] The Sobering Center is familiar with the Prop 47 data reporting process as they have been providing quarterly reports for many years; diversion data will be collected through quarterly reports; [2] The Public Defender digital case management system will be used to identify the individuals diverted to SUD services, which will be de-identified and recorded in quarterly reports submitted to ICCS researchers and subsequently to the BSCC.



		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$1,551,600</b>	<b>\$0</b>	<b>\$1,551,600</b>

**3b. Professional Services or Public Agency Subcontracts Narrative:**  
*Social Worker Student Interns from CSUMB will conduct the initial client screenings for mental health and substance use disorder at the county jail. This Rapid Response team will conduct interviews seven days a week. Psychiatric Social Workers at the Behavioral Health Department will act as the liaison between the interim psychologist and the Behavioral Health case plan.*

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

Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
Housing Services	Staff billing rates range from 25 to 30/hr (7,800 hours anticipated) plus rental assistance, rehousing, and temporary housing costs.	\$1,000,000	\$0	\$1,000,000
Mental Health Evaluation and Treatment	600K each year for psychologist/psychiatrist services and medications upon release on mental health diversion. Medical leverage is estimated at 400K	\$1,500,000	\$400,000	\$1,900,000
Sobering Center	The additional cost to operate the sobering center seven days a week instead of four is 435,734/yr.	\$1,307,200	\$0	\$1,307,200
Restorative Justice Programming	The cost to the Monterey County Restorative Justice Commission to establish diversion program for juveniles.	\$418,596	\$0	\$418,596
Residential Substance Abuse Treatment Admissions and Transportation Services	Cost to providing residential substance abuse disorder to 40 clients per year plus transportation services from the jail to the program. Leverage of 357K from Drug Medi-Cal.	\$700,000	\$210,000	\$910,000
		\$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>\$4,925,796</b>	<b>\$610,000</b>	<b>\$5,535,796</b>

**4b. Non-Governmental Organization (NGO) Subcontracts Narrative:**  
*Housing services provides clients released from jail on mental health diversion or released from residential substance abuse disorder treatment with rental assistance, rapid rehousing, and case management to maintain housing. The mental health subcontract fills the gap created by the Medical "lockout" and provides medication and treatment upon release until the client can report to the Behavioral Health Department. The sobering center will provide jail diversion for 150 persons arrested for acute intoxication. Restorative Justice Juvenile Diversion give kids arrested for first-time nonviolent crimes an opportunity to avoid formal court proceedings. Residential treatment facilitates the release of clients from jail and transportation services insures their arrival at the program.*

**5a. Project Evaluation and Monitoring**

Description of Project Evaluation and Monitoring	Grant Funds	Leveraged Funds	Total	
Institute for Community Collaborative Studies (ICCS) at California State University, Monterey Bay	\$750,000	\$0	\$750,000	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$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 \$50,000, whichever is greater, but not more than 10%)</b>		<b>\$750,000</b>	<b>\$0</b>	<b>\$750,000</b>

**5b. Project Evaluation and Monitoring Narrative:**  
*External evaluation provided by the Institute for Community Collaborative Studies, California State Monterey Bay (ICCS). ICCS has as long-standing history working with safety net providers in the community. They have provided evaluator services for prior cohorts of Prop 47*

**6a. Equipment/Fixed Assets**

Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**6b. Equipment/Fixed Assets Narrative:**  
*Enter narrative here. You may expand row height if needed.*

**7a. Compliance Audit**

Description of Compliance Audit	Calculation for Expense	Grant Funds	Leveraged Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL (must not exceed \$25,000 in Grant Funds)</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**7b. Compliance Audit Narrative:**

Enter narrative here. You may expand row height if needed.

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

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

**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.		\$0	\$0	\$0
	<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$800,000</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>\$1,600,000</b>		
<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i>		<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>

**9b. Indirect Costs Narrative:**

*Indirect costs for the Public Defender staff.*

**APPENDIX A: PROPOSITION 47 GRANT PROGRAM SCORING PANEL ROSTER**

	<b>Name</b>	<b>Title/Organization</b>
1	Edgar Campos	Chief Advancement Officer / LA Promise Fund
2	Efrat Sharony	Criminal Justice Advocate & Consultant
3	Ellen McDonnell	Public Defender / Contra Costa Public Defenders
4	Jennifer Jennison	Chief Deputy Public Defender / Stanislaus County Public Defender
5	Jon Trochez	Administrative Deputy / LA County Public Defender
6	Mack Jenkins	Chief of the Criminal Division / U.S Attorney's Office Central District of California
7	Mary Green	Chief Investigator / Placer County District Attorney
8	Rachel Katz	Finance & Administration Director / California Pan-Ethnic Health Network

## **APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 47 GRANT FUNDS**

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)<sup>1</sup> providing services with grant funds. 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 six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement;
- Be registered with the [California Secretary of State's Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgements or liens; and
- Have any other state of local licenses or certifications necessary to provide services requested (e.g., facility licensing by the Department of Health Care Services) if applicable.

### **Completing the NGO Assurance (next page)**

1. Provide the name of Applicant Agency (the Grantee).
2. List all contracted parties (if known\*).
3. Check Yes or No to indicate if each contracted party meets the requirements.
4. Sign and submit with the proposal.

**\*Note:** If the name of the contracted party is unknown, write TBD in the "Name of Contracted Party" field and sign the document.

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 records working with the target population and the capacity to support data collection and evaluation efforts.

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<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.

**APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 47 GRANT FUNDS**

Name of Applicant: Public Defender for the County of Monterey			
Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to 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 Proposition 47 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
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (e-signature acceptable)		DATE	
X			