



RESOLUTION No. 19-433

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING A GRANT FROM A PROPOSITION 47 GRANT AWARD IN THE AMOUNT OF \$1,000,000 FOR THE PROVISION OF SERVICES FOR PROGRAMS AND INITIATIVES THAT PROVIDE MENTAL HEALTH SERVICES, SUBSTANCE-USE DISORDER TREATMENT, AND/OR DIVERSION PROGRAMS FOR INDIVIDUALS IN THE CRIMINAL JUSTICE SYSTEM DURING THE PERIOD AUGUST 15, 2019 THROUGH MAY 15, 2023 AND TO AMEND THE FISCAL YEAR 2019/20 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, in June 2019, the Board of State and Community Corrections (BSCC) selected the Nevada County Behavioral Health Department to receive a Proposition 47 Grant Award funds for the purpose of programs and initiatives that provide mental health services, substance-use disorder treatment, and/or diversion programs for individuals in the criminal justice system; and

WHEREAS, the Nevada County Behavioral Health Department desires to participate in the Proposition 47 Grant administered by BSCC; and

WHEREAS, the grant funding will support outreach and engagement of individuals with a long history of arrests and minor crimes that are primarily the result of their mental illness and substance use disorder, including a focus on providing housing supports, mental health services, substance-use disorder treatment, and/or diversion programs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Nevada County Board of Supervisors accepts the Proposition 47 Grant Award in the amount of \$1,000,000 and approves the Grant Agreement in substantially the form attached hereto, and that the County Executive Officer be and is hereby authorized to execute all forms on behalf of the County of Nevada to accept the Award and authorizes and directs the Auditor-Controller to amend Behavioral Health Department's Budget for Fiscal Year 2019/20 as follows:

Fiscal Year 2019/20

Revenue:	1589-40110-493-8301/445200	\$333,334
Expenditure:	1589-40110-493-8301/521520	\$333,334

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 13th day of August, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

8/13/2019 cc: BH (2)
AC* (Hold)

8/14/2019 cc: BH*
AC* (Release)

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

BSCC 503-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

NEVADA COUNTY**2. The term of this Agreement is:**

START DATE

AUGUST 15, 2019

THROUGH END DATE

MAY 15, 2023**3. The maximum amount of this Agreement is:****\$1,000,000****4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.**

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* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_bsccprop47/*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

NEVADA COUNTY

CONTRACTOR BUSINESS ADDRESS

950 Maidu Avenue

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Alison Lehman

TITLE

County Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/14/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

**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 Nevada County, acting by and through its Department of Behavioral Health, hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Nevada County Behavioral Health Department, and its dedicated community service partners, will utilize Prop 47 funding to expand and enhance the existing Homeless Outreach and Medical Engagement (HOME) Team. The Team will meet the needs of a traditionally service resistant cohort of justice involved, homeless individuals who present a myriad of untreated behavioral health and physical health needs. The overarching goal of the Project is to reduce recidivism and conserve community resources by diverting this population from jail into mental health and substance use disorder (SUD) treatment, with targeted housing supports. Specific strategies the mobile Team will utilize include: homeless outreach, building rapport through Motivational Interviewing and other engagement strategies; connecting individuals to trauma informed mental health services; and providing screenings and access to substance use disorder assessments and treatment. In addition, this grant will fund new low barrier and sober housing supports, as well as rental assistance which will allow the Team to quickly link individuals to stable living environments and legal support.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Cohort 2 Prop 47 Request for Proposal (incorporated by reference) and Attachment 2: 2019 Prop 47 Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Alison Lehman
Title: County Executive Officer
Address: 950 Maidu Avenue, Nevada City CA 95959
Phone: (530) 265-1290

Designated Financial Officer authorized to receive warrants:

Name: Allison Dobbins
Title: Administrative Services Officer
Address: 950 Maidu Avenue, Nevada City CA 95959

**EXHIBIT A
SCOPE OF WORK**

Phone: (530) 470-2414
Email: allison.dobbins@co.nevada.ca.us

Project Director authorized to administer the project:

Name: Phebe Bell
Title: Director of Behavioral Health
Address: 500 Crown Point Circle, Grass Valley CA 95945
Phone: (530) 470-2784
Email: phebe.bell@co.nevada.ca.us

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

4. DATA COLLECTION

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

5. PROGRESS REPORTS AND EVALUATIONS

A. Quarterly Progress Reports

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

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

**EXHIBIT A
SCOPE OF WORK**

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|--|--------------------|
| B. Evaluation Reports | Due no later than: |
| 1. Local Evaluation Plan | December 31, 2019 |
| 2. Two-Year Preliminary Evaluation Report | August 15, 2021 |
| 3. Final Local Evaluation Report | May 15, 2023 |
| C. Grantees shall submit all other reports and data as required by the BSCC. | |

6. PROJECT RECORDS

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

7. CONFLICT OF INTEREST

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

EXHIBIT A
SCOPE OF WORK

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Grant Cycle Monthly Invoicing Periods	Due no later than:
1. August 15, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to October 31, 2019	December 15, 2019
3. November 1, 2019 to November 30, 2019	January 15, 2020
4. December 1, 2019 to December 31, 2019	February 15, 2020
5. January 1, 2020 to January 31, 2020	March 15, 2020
6. February 1, 2020 to February 28, 2020	April 15, 2020
7. March 1, 2020 to March 31, 2020	May 15, 2020
8. April 1, 2020 to April 30, 2020	June 15, 2020
9. May 1, 2020 to May 31, 2020	July 15, 2020
10. June 1, 2020 to June 30, 2020	August 15, 2020
11. July 1, 2020 to July 31, 2020	September 15, 2020
12. August 1, 2020 to August 31, 2020	October 15, 2020
13. September 1, 2020 to September 30, 2020	November 15, 2020
14. October 1, 2020 to October 31, 2020	December 15, 2020
15. November 1, 2020 to November 30, 2020	January 15, 2021
16. December 1, 2020 to December 31, 2020	February 15, 2021
17. January 1, 2021 to January 31, 2021	March 15, 2021
18. February 1, 2021 to February 28, 2021	April 15, 2021
19. March 1, 2021 to March 31, 2021	May 15, 2021
20. April 1, 2021 to April 30, 2021	June 15, 2021
21. May 1, 2021 to May 31, 2021	July 15, 2021
22. June 1, 2021 to June 30, 2021	August 15, 2021
23. July 1, 2021 to July 31, 2021	September 15, 2021
24. August 1, 2021 to August 31, 2021	October 15, 2021
25. September 1, 2021 to September 30, 2021	November 15, 2021
26. October 1, 2021 to October 31, 2021	December 15, 2021
27. November 1, 2021 to November 30, 2021	January 15, 2022
28. December 1, 2021 to December 31, 2021	February 15, 2022
29. January 1, 2022 to January 31, 2022	March 15, 2022
30. February 1, 2022 to February 29, 2022	April 15, 2022
31. March 1, 2022 to March 31, 2022	May 15, 2022
32. April 1, 2022 to April 30, 2022	June 15, 2022
33. May 1, 2022 to May 31, 2022	July 15, 2022
34. June 1, 2022 to June 30, 2022	August 15, 2022
35. July 1, 2022 to July 31, 2022	September 15, 2022
36. August 1, 2022 to August 31, 2022	October 15, 2022

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

37. September 1, 2022 to September 30, 2022	November 15, 2022
38. October 1, 2022 to October 31, 2022	December 15, 2022
39. November 1, 2022 to November 30, 2022	January 15, 2023
40. December 1, 2022 to December 31, 2022	February 15, 2023
41. January 1, 2023 to January 31, 2023	March 15, 2023
42. February 1, 2023 to February 15, 2023	April 15, 2023

Evaluation Invoicing Period*

Due no later than

43. February 16, 2023 to March 31, 2023	May 15, 2023
44. April 1, 2023 to May 15, 2023	June 30, 2023

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on invoices due for the Evaluation Invoicing Period.*

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due April 15, 2023. Project costs/leveraged contributions incurred after February 15, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period (invoices 43, 44, due dates listed above). All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visit.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding the BSCC approved budgeted amount calculated in conformance with the requirements of the Cohort 2 Request for Proposals.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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 for any fiscal year is reduced or falls below estimates contained within the Cohort 2 Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf>.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Budget Line Item	A. Grant Funds	B. Leveraged Funds	C. Total Project Value (A+B)	Percentage of Funds
1. Salaries and Benefits (Lead Agency only)	77,560	22,524	100,084	
2. Services and Supplies (Lead Agency only)	18,000	62,100	80,100	
3. Professional Services & Public Agency Subcontracts	-	-	-	
4. Community-Based Organization Subcontracts (minimum 50%)	778,897	1,325,744	2,104,641	78%
5. Indirect Costs (Lead Agency only)	47,500	-	47,500	
6. Data Collection and Evaluation (at least 5 percent (or \$25,000, whichever is greater) but not more than 10 percent)	75,000	-	75,000	7%
7. Fixed Assets/Equipment (Lead Agency only)	2,500	-	2,500	
8. Other (Travel, Training, etc.) (Lead Agency only)	543	-	543	
TOTALS	\$1,000,000	\$1,410,368	\$2,410,368	

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

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

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

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

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

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

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement, including the eligibility requirements stated in the Cohort 2 Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

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

- 2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

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

6. MODIFICATIONS

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

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, or approved modifications;
 - 3) failure to provide the required local leveraged share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS


10. WAIVER

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

Section I. Applicant Information Form

A. PUBLIC AGENCY APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF PUBLIC AGENCY Nevada County Department of Behavioral Health		TAX IDENTIFICATION #: 94-6000526	
STREET ADDRESS 500 Crown Point Circle	CITY Grass Valley	STATE CA	ZIP CODE 95945
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
IF A JOINT PROPOSAL, LIST OTHER (NON-LEAD) PUBLIC AGENCIES:			
C. PROJECT TITLE			
Prop 47 Homeless & Justice Involved Project			
D. REQUIRED SERVICES (Check all that apply)		E. ADDITIONAL SERVICES (Check all that apply)	
<input checked="" type="checkbox"/> MENTAL HEALTH SERVICES <input checked="" type="checkbox"/> SUBSTANCE USE DISORDER TREATMENT <input checked="" type="checkbox"/> DIVERSION PROGRAMS		<input checked="" type="checkbox"/> HOUSING-RELATED SERVICES <input checked="" type="checkbox"/> OTHER COMMUNITY-BASED SUPPORTIVE SERVICES	
F. PROJECT SUMMARY (Provide a clear and concise summary of the proposed project)			
<p>The Nevada County Behavioral Health Department, and its dedicated community service partners, will utilize Prop 47 funding to expand and enhance the existing Homeless Outreach and Medical Engagement (HOME) Team. The Team will meet the needs of a traditionally service resistant cohort of justice involved, homeless individuals who present with a myriad of untreated behavioral health and physical health needs. The overarching goal of the Project is to reduce recidivism and conserve community resources by diverting this population from jail into mental health and substance use disorder (SUD) treatment, with targeted housing supports. Specific strategies the mobile Team will utilize include: homeless outreach, building rapport through Motivational Interviewing and other engagement strategies; connecting individuals to trauma informed mental health services; and providing screenings and access to substance use disorder assessments and treatment. In addition, this grant will fund new low barrier and sober housing supports, as well as rental assistance which will allow the Team to quickly link individuals to stable living environments and legal support.</p>			
G. GRANT FUNDS REQUESTED		H. Amount of Funds Sub-Contracted to Community Organizations	
\$1,000,000		\$778,897 77 percent	
		I. Total Amount of Other Funds to be Leveraged	
		\$1,410,368	
J. PROJECT DIRECTOR			
NAME Phebe Bell		TITLE Director of Behavioral Health	
STREET ADDRESS 500 Crown Point Circle		TELEPHONE NUMBER (Direct Line) (530) 470-2784	
CITY Grass Valley		FAX NUMBER	
STATE CA		ZIP CODE 95945	
		EMAIL ADDRESS Phebe.Bell@co.nevada.ca.us	
K. FINANCIAL OFFICER			
NAME Allison Dobbins		TITLE Administrative Services Officer	
STREET ADDRESS 950 Maidu Avenue		TELEPHONE NUMBER (Direct Line) (530) 470-2414	
		FAX NUMBER	

CITY Nevada City	STATE CA	ZIP CODE 95959	EMAIL ADDRESS Allison.Dobbins@co.nevada.ca.us
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
L. DAY-TO-DAY PROGRAMMATIC CONTACT			
NAME Phebe Bell	TITLE Director of Behavioral Health	TELEPHONE NUMBER (Direct Line) (530) 470-2784	
STREET ADDRESS 500 Crown Point Circle		FAX NUMBER	
CITY Grass Valley	STATE CA	ZIP CODE 95945	EMAIL ADDRESS Phebe.Bell@co.nevada.ca.us

M. DAY-TO-DAY FISCAL CONTACT			
NAME Allison Dobbins	TITLE Administrative Services Officer	TELEPHONE NUMBER (Direct Line) (530) 470-2414	
STREET ADDRESS 950 Maidu Avenue		FAX NUMBER	
CITY Nevada City	STATE CA	ZIP CODE 95959	EMAIL ADDRESS Allison.Dobbins@co.nevada.ca.us
N. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Public Agency Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Phebe Bell	TITLE Director of Behavioral Health	TELEPHONE NUMBER (Direct Line) (530) 470-2784	
STREET ADDRESS 500 Crown Point Circle		FAX NUMBER	
CITY Grass Valley	STATE CA	ZIP CODE 95945	EMAIL ADDRESS Phebe.Bell@co.nevada.ca.us
APPLICANT'S SIGNATURE (Blue Ink Only) X 			DATE 3/22/19

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

Rating Factor 1: Project Need

While Nevada County is proactively taking an aggressive approach to address the needs of our homeless population, many justice involved homeless individuals experiencing mental illness and substance use disorders are falling through the cracks. This is especially true for the target population for this project of mentally ill and/or addicted homeless individuals who are continuously arrested for low level misdemeanors and infractions. Homeless individuals arrested for felonies are generally diverted into established programs, like Adult Drug Court, where they are incentivized to engage in services and housing support. The target population, however, has been underserved and has few or no options for diversion into much needed treatment and little incentive to engage in services. The current gaps in funding addressed by this project include: 1) targeted outreach efforts to locate and identify justice involved, homeless individuals, 2) providing a needs and vulnerability assessment to identify specific challenges that individuals face and to guide linkage to needed treatment services, and 3) providing low barrier housing with support as many local housing programs and the local shelter have sobriety requirements that limit access, or cannot provide enough low barrier beds to accommodate this population.

Through a strategic outreach effort, the target population will be selected from approximately 150 homeless individuals in Nevada County who have been arrested, charged with, or convicted of a criminal offense AND have a history of mental health issues and/or substance use disorders. From that group a cohort of 30 program participants will be selected to receive intensive services. County data indicates that local criminal justice partners have identified approximately 39 homeless individuals who are

chronic, low level offenders that utilize a disproportionate amount of community resources.¹ These individuals have long-term involvement with law enforcement, the hospital, and jail, but rarely are engaged in supportive services. This project seeks to engage at least 30 of these chronic offenders by maximizing diversion alternatives, including connection to treatment and housing, for homeless individuals who chronically commit non-serious and nonviolent crimes.

Of the 39 chronic offenders tracked by law enforcement, 97% self-report having a substance use disorder and 69% state they have been formally diagnosed with mental illness.² This small population group is arrested on average 16 times per year, require 66 service calls from law enforcement per year, and cause law enforcement to expend a disproportionate amount of time and resources on a small number of people. This ineffective revolving door results in a significant economic cost to the community, in addition to the human suffering these individuals endure. In a 2018 Point in Time Count, which counts and surveys the County's homeless population, 70% of the homeless individuals contacted reported being justice involved, which is well above the state average.

In the 2018 Point in Time Count, Nevada County's chronically homeless population (defined as being unsheltered for more than one year) was reported to be 44% which is almost twice the state average of 28%.³ Many of these individuals who remain unsheltered are those low-level offenders who are not being effectively engaged in services. This is compounded by the fact that, aside from the county jail, there are few

¹ Nevada County District Attorney's Office 2018 Data

² Wayne Brown Correctional Facility (county jail) Data 2019

³ <https://www.usich.gov/homelessness-statistics/ca/>

housing options for homeless individuals still struggling with substance use disorders. The County's only emergency homeless shelter, Hospitality House just recently added 11 low barrier beds, which are usually at capacity. This dynamic has fostered a seriously underserved population of homeless individuals who are chronic, low level recidivists with untreated substance use disorders and/or significant mental illness challenges and a history of trauma. This exposes the urgent need in Nevada County to create programming that is more effective at engaging our most difficult and hard to reach homeless community members.

According to the publicly accessible data sets provided by BSCC, out of the total 2871 arrests in Nevada County in 2017, 2095 arrest were for misdemeanor offenses and only 721 arrests were for felonies.⁴ While the criminal justice system is often able to provide opportunities for diversion and connection to treatment for those with felony arrests and convictions, few systems are currently set up to connect chronic misdemeanor offenders struggling with a mental illness and/or a substance use disorders to needed services. Through this funding, the Nevada County Behavioral Health Department (NCBHD) will address the barriers to serving this population and help guide them into viable treatment options.

This program is in direct alignment with the designed intent of Prop 47 by offering mental health services, substance use disorder treatment, housing support, case management, and diversion opportunities to justice involved homeless individuals. By offering a comprehensive system of outreach and engagement utilizing trauma informed strategies, the HOME Team (Team) will be effective in engaging this hard to reach

⁴ <http://www.bscc.ca.gov/downloads/Demographic%20Reference%20Data%20Nevada.pdf>

population and reduce their interaction with the criminal justice system by engaging them in services and housing.

Rating Factor 2: Community Engagement

For efficiency and to prevent duplication of committees, NCBHD opted to expand the Justice and Mental Health Collaborative which was established in 2017 based on the Stepping Up Initiative through the Department of Justice. NCBHD also chose to include formerly homeless, justice involved individuals to better represent all stakeholders and gain the perspective of those with lived experience. After giving careful consideration to select each participant, 18 individuals were chosen to serve on the Advisory Committee with the goal of including a wide cross section of community stakeholders that are integral in addressing the issues of facing justice involved, homeless individuals.

In addition, NCBHD chose to focus on leveraging existing contracts, partnerships and memoranda of understanding with community-based organizations. Nevada County maintains excellent and open lines of communication with local nonprofit organizations and prioritizes interagency, local, and regional collaborations

With thoughtful consideration of the Project's programmatic components, the NCBHD reached out to various organizations and engaged in conversations surrounding the target population and how to best support these individuals based on the Proposition 47 framework. Consideration was given to organizations with diverse staffing, with varying levels of education, and employees who have lived experience.

Nevada County actively encourages community engagement, where members of the community participate in the identifying, informing, and shaping of policies, goals, services, and solutions. The quarterly Proposition 47 Local Advisory Committee meetings

will be open to the public, with notices placed in the official notice areas of the local government center, in the CEO's Friday Memo email blast and announced on a local radio program. By encouraging input from the public, the Committee is better able to understand and address the needs they identify and develop the most effective way to service them.

Rating Factor 3: Project Description

The Nevada County Prop 47 Homeless and Justice Involved Project (Project) will expand and enhance the existing Homeless Outreach and Medical Engagement (HOME) Team to meet the needs of homeless individuals who are chronically involved in the criminal justice system. The Team deploys throughout the community to conduct targeted outreach and engage homeless individuals where they are located. This project will add staffing to the Team to ensure a specific focus on justice involved, homeless individuals, with a goal of breaking the cycle of low-level criminal activity and short-term incarceration by engaging these individuals in services and low barrier housing. The Team will conduct outreach to people at their campsites in the forests and farther reaches of our rural county and will work to identify physical health, mental health, substance use disorder needs and justice involvement in a welcoming and destigmatizing manner. If awarded, the grant will fund the addition of a Personal Services Coordinator (PSC) to the HOME Team who will specifically focus on engaging homeless individuals with a high rate of criminal justice involvement. This Personal Services Coordinator will collaborate closely with local law enforcement to engage these individuals and divert them from arrest whenever possible. In addition, this position will work with the jail on connecting homeless people to services upon discharge.

Specific strategies the Team and PSC will utilize include: building rapport through Motivational Interviewing and other engagement strategies; connecting individuals to trauma informed mental health services; and providing screenings and access to substance use disorder assessments and treatment. In addition to the Personal Services Coordinator, the HOME Team includes a nurse who will be helpful in engaging people in treatment and a Peer Coordinator (someone with lived experience of homelessness and justice involvement) who will help break down the stigma and distrust around engaging in behavioral health services.

After initial contact and once some connection is established, willing participants will be provided with a vulnerability and needs assessment. Those with identified substance use disorders will be evaluated by Nevada County Behavioral Health for eligibility for residential treatment, or be referred to one of the local partner substance use disorder agencies – Community Recovery Resources (CoRR) or Common Goals - for less intensive outpatient treatment based on their individual level of need. Nevada County has joined the California Drug Medi-Cal waiver and will be able to leverage this funding for both residential and outpatient substance use disorder treatment for Medi-Cal eligible clients. Those with identified mental health challenges will be brought to Nevada County Behavioral Health for a formal assessment, including coordination of other needed mental health interventions.

If awarded, this grant will specifically fund residential substance use disorder treatment for identified clients at the Lovett House, currently operated by CoRR. CoRR utilizes SAMHSA approved evidence-based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, Interactive Journaling, Co-Occurring Disorder Curriculum,

Seeking Safety, Moral Recognition Therapy, and Strengths-Based Case Management. Additionally, some funding will be allocated towards placement of identified clients in transitional housing, otherwise known as Recovery Residences, which are sober-living environments supported by involvement in outpatient treatment. This extended system of care will be particularly crucial for project participants struggling with substance use disorders and homelessness.

The HOME Team will make referrals to low barrier, master-leased housing units without preconditions of sobriety or engagement with traditional County Behavioral Health services. Through a contract with AMI Housing (Advocates for the Mentally Ill), funded by Mental Health Services Act (MHSA) Innovation funding, NCBHD will master-lease private housing units to house program participants. This grant will expand on an existing low barrier model to offer 6 additional low barrier housing units for those experiencing homelessness who are chronically involved in the criminal justice system. The additional master-leased housing units will be supported by a Housing PSC funded by this grant who will provide a continuum of services and care for program participants, including strategies for maintaining housing stability and linkage to benefits and other services such as substance use and behavioral health treatment, as needed. The Housing PSC will be the first point of contact for any issues that may arise with the residents or neighbors. In addition, this grant will partially fund a Housing Specialist who will be tasked with developing relationships with landlords and finding long-term housing opportunities for clients, including individual apartment units. The Housing Specialist have access to \$24,305.00 in grant funding for direct and flexible housing support for program participants, which may be used for rent subsidies, utilities and deposit funding.

The Team will be trained in critical modalities such as Motivational Interviewing, Assertive Engagement, and Mental Health First Aid. The PSC, and others on the team, will ideally have a background in substance use services including a CADAC credential. Services provided by the Team will be culturally relevant, and individuals will be linked to resources that are sensitive to their age, race, ethnicity, sexual identity, consumer culture, religion, and health needs and will provide vocational training, education, and employment as a long-term goal which will be leveraged from other resources.

The interventions chosen draw from a number of proven strategies already tested in Nevada County and combines these with best practices from surrounding communities that effectively divert justice involved homeless individuals and provide housing options. Research indicates that integrating mental health, substance abuse, and primary care services produces the best outcomes and proves the most effective approach to caring for people with multiple healthcare needs.⁵ In addition, experience in other communities with similar characteristics has demonstrated that embedding medical care within an outreach team is an effective way to engage otherwise service resistant homeless individuals.⁶

Nevada County has experienced recent success through a small pilot program of utilizing low barrier housing. This effort houses vulnerable individuals with a focus on behavioral expectations as opposed to traditional house rules of sobriety and engagement in treatment. This project will expand that type of housing opportunity as well as add the element of direct placement from a camping or unsheltered setting into this housing. In line with the "Housing First" principles, this project assumes that housing

⁵ <https://www.integration.samhsa.gov/about-us/what-is-integrated-care>

⁶ Rosenblum, Nuttbrock, McQuiston, Magura, & Joseph, 2009

should be the first step in breaking down barriers that individuals may be experiencing, including physical health needs, mental health needs, or substance use disorder needs.

According to a recent SAMHSA publication, trauma is both the cause and a consequence of homelessness.⁷ With this in mind, NCBHD mandates that local service providers be educated to the prevalence of trauma and its role as a predictor of long-term residential instability. In addition, NCBHD gives employees and partner agencies the tools they need to effectively serve this community by including the implementation of trauma-informed care into their organizations.

NCBHD will likely contract with Turning Point Community Programs, a local mental health provider, to provide the additional full time PSC to join the outreach-focused portion of the HOME team. Supervision will be provided by a Nevada County Behavioral Health Program Manager in addition to the Nevada County Housing Resource Program Manager.

CoRR embraces a whole-person approach in treating substance abuse, related addictions and associated behavioral issues. CoRR will provide sober supportive/transitional housing, otherwise known as Recovery Residences, for up to six months. This grant will also fund some residential substance use disorder treatment at the Lovett House in Grass Valley, which is currently operated by CoRR.

NCBHD will contract with Hospitality House for the Housing Specialist, whose role will be to develop relationships with landlords and find long-term housing opportunities for clients, including individual apartment units.

⁷ <https://www.samhsa.gov/homelessness-programs-resources>

Advocates for the Mentally Ill Housing (AMIH) will master-lease the 6 additional low-barrier housing units, and will staff the Housing Personal Services Coordinator who will focus on maintaining housing stability, managing tenant relationships, and coordinating benefits for residents in a case management capacity.

Lastly, legal services will be offered through our partner agency, Community Legal, a law firm designed to support low income individuals, especially those experiencing mental illness and homelessness. Services include, record clearing (expungements), small claims help, landlord/tenant problems, and other services designed to help indigent clients.

Over the years NCBHD has carefully selected community-based organizations that deliver exceptional quality services to homeless individuals struggling with SUD and mental illness. In an effort to leverage these already existing contracts, NCBHD reached out to Hospitality House, CoRR and Turning Point and received letters of support to solidify their backing for this Project. Both of these organizations draw heavily on employees with lived experience and varying levels of education as these individuals tend to relate with the target population and provide more compassionate services.

The Team will be based out of a van and therefore in addition to being highly mobile, they will be able to transport people needing immediate interventions to Project service providers. In addition, the HOME Team will make direct referrals and provide transportation to the Project's low barrier master-leased housing, without preconditions of sobriety or engagement with traditional County Behavioral Health services. The HOME Team will receive referrals from community members, business owners, local law enforcement, the jail, and other community agencies. The HOME Team will also work

closely to accept referrals from the Forensic Liaison, a position funded by local Mental Health Services Act (MHSA) funding which focuses on those experiencing mental health challenges who have just exited our jail.

The timing of expanding and enhancing the HOME Team Project is opportune as the County and community recently have prioritized addressing the issues of homelessness and mental illness and substance use disorders among justice involved individuals with articulated strategic planning and resource allocation. Throughout our stakeholder process, our community has strongly expressed the desire to focus this Project on those experiencing homelessness in Nevada County. The Board of Supervisors has identified addressing homelessness through a system of coordinated care and housing opportunities as a top priority in early 2019. This plan specifically includes an increased supply of low barrier "Housing First" units within our community and an increased focus on outreach and engagement for people who are difficult to reach. Local law enforcement has prioritized diversion and service support for the 39 homeless, chronic offenders who demand an inordinate amount of resource and this Project is designed to do exactly that. Additionally, the Nevada County Reentry Task Force (comprised of many of the same stakeholders that serve on the Prop 47 Advisory Committee) has developed a three-year strategic plan to create a collaborative reentry system that delivers mental health and SUD treatment services in custody at the county jail, with a connection to similar services upon release. One of the goals of this plan is to reduce recidivism by 50% for the target population over 3 years, which dovetails nicely with the Prop 47 goals of reducing recidivism and providing mental health and SUD treatment options to justice involved individuals. Finally, based on the success of our

Mental Health Court, the Superior Court Presiding Judge has renewed efforts to reestablish a new community collaborative court focused on diverting homeless individuals out of the criminal justice system and into treatment which corresponds effectively with Prop 47 and the goals of this Project.

Since key components of this Project are mostly up and running, there will be little time needed to expand these services and interventions. The components that will require start up time are hiring the additional PSC and securing the additional master leased housing units and corresponding Housing PSC. Since we have established working relationships with the prospective contracted community agencies for similar projects, we anticipate that it will only take one month to master lease a house and fully staff this aspect of the Project.

Rating Factor 4: Project Evaluation

Goal 1: Conduct outreach to establish a relationship with justice involved homeless individuals. **Objectives:** HOME Team will use the Coordinated Entry System to establish contact and provide outreach to 150 justice involved homeless individuals. **Process Measure:** Hire one 1.0 FTE Housing Personal Services Manager and one 1.0 FTE Personal Services Coordinator to join the HOME Team. **Outcome Measure:** Of the 150 contacted, 30 of them will be connected to services. **Goal 2:** Decrease recidivism for homeless individuals who are justice involved by increasing engagement in mental health and substance use disorder treatment for the program participants. **Objectives:** From the larger cohort, 30 individuals with MI, CODs, or SUDs will be identified and provided with mental/behavioral health and/or substance use treatment, intensive case management, housing navigation, employment and support services each year; 2) 80%

of these program participants will remain engaged with case management and treatment services at minimum six months; and 3) 75% of these program participants will spend fewer days incarcerated. Process Measure: Enter data into HMIS. Outcome Measure: Decrease recidivism by 50%. **Goal 3**: Increase housing stability for program participants. Objectives: 1) 50% of the 30 program participants will secure transitional or permanent housing; and 2) 50% of program participants will secure or increase monthly income through employment or mainstream benefit programs. Process Measure: Hire .20 FTE Housing Specialist and master lease a house. Outcome Measures: The amount of time from HOME Team engagement to date of moving into the low barrier housing option or transitional housing, and length of time stably housed, will be measured.

Ellis Planning Associates Inc., an independent evaluation firm with decades of experience, will collect and evaluate baseline data by documenting the current recidivism rate for the target population. Data sharing agreements are already in place between law enforcement agencies, the jail, and community-based organizations. Outcome data will be collected through engagement activities; referrals and linkages to services; number of contacts and duration of services; the number of services; and location of services. As law enforcement becomes more engaged in the activities of the HOME Team, situations where individuals are diverted from the jail will be documented, when available. The number of persons assisted by the HOME Team who receive mental health and/or substance use services and the individual's perception of improved mental health and/or substance use on a Perception of Care survey administered at baseline and annually. The number and percentage of chronically homeless individuals that the HOME team engages with who are diagnosed with a serious mental illness will also be measured at

baseline and annually. The number of persons assisted by the HOME Team who report improved social connections on a Perception of Care survey administered annually.

Program fidelity will be monitored before implementation by accurately defining the program's core components, baseline data, and what's being measured. Fidelity will be measured during implementation by analyzing outcomes and reviewing data tracked to ensure the program is in alignment with its intended outcomes. Outcomes will be shared and reviewed periodically by the local Prop 47 Advisory Committee to identify potential area for adjustment and improvement. A final local evaluation report will be provided. Ellis Planning Associates Inc. will meet with stakeholders to develop a logic model detailing strategies and outcomes. From there, indicators and targets will be identified and measurement tools designed. Qualitative methods such as focus groups, key informant interviews and observational studies will be used and quantitative outcomes such as an analysis of program tracking data will be examined.

Outcomes and data will be communicated to partner agencies, stakeholders, constituents and community-based organizations as they become available. Outcomes will be shared at Local Advisory Committee meetings and in reports. In addition, the Behavioral Health Director will share lessons learned from this project with the Small Counties sub-group of the California Behavioral Health Directors Association. The learnings from this project should be highly relevant to other rural counties struggling with a persistent population of homeless people who are difficult to engage in services and housing. Ongoing data and evaluation activities will help us to learn how to refine services.

Rating Factor 5: Guiding Principles

NCDBH values community collaboration which is evidenced in our multitude of contracts with community-based organization and our commitment to pass through upwards of 80% of this funding. Nevada County values services that are trauma-informed, culturally competent, and provide a holistic approach to resolving homelessness and recovery from mental illness and addiction. While the target population for this Project commit primarily low level, supposedly "victimless crimes", there are many local businesses that are indeed impacted by loitering, trespassing and other infractions committed by these individuals. One approach employed by Hospitality House, that will be used in this Porject, is for stabilized clients to return to these businesses, when appropriate, to make amends and provide community services to clean up trash and debris left by actively homeless individuals.

The Team and organizational staff are attuned to the unique needs of the target population with efforts made to hire a bilingual and/or bicultural Peer Specialist, if possible, to help meet the needs of our Latino community. In addition, we strive to provide culturally-sensitive services to the LGBTQ community, adults, seniors, consumers, and family members, to support optimal outcomes. With this funding, NCDBH will fill a void that must be addressed to appropriately service justice involved, homeless individuals. Partner agencies prioritize client-focused/client-centered and holistic programs and approaches, including healing strategies and trauma informed care. Partner agencies encourage culturally competent services and approaches that foster the principles of restorative justice to promote positive outcomes. They also are adept at nimbly scaling services and staffing to increase their capacity to serve additional clients based on need and anticipated funding channels.

Rating Factor 6b. Budget Narrative

1. Salaries and Benefits: List each Lead Agency staff to be funded by the grant. For each, provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the appropriate line item, either Professional Services or Community-Based Organization Subcontracts. Public agencies must document and retain time sheets for any grant or leveraged funds charged to the grant.

a. Total Grant Funds Requested: \$77,560

Narrative Detail:

A 0.2 FTE Administrative Analyst (TBD) will be funded at \$25,343 - \$16,161 in salary and \$9,181 in benefits per year for three years (totaling \$76,029 with annual Cost of Living adjustments). The Analyst will be tasked with project coordination of grant activities and contracts.

b. Other Funds Leveraged: \$22,524

Narrative Detail: Phebe Bell, MSW, will serve as the formal Project Director and will provide 0.03 FTE in-kind at \$7,508 - \$4,498 in salary and \$3,010 in benefits per year for three years (totaling \$22,524). Ms. Bell serves as the Director of the Nevada County Behavioral Health Department.

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

a. Total Grant Funds Requested: \$18,000

Narrative Detail: \$4,500 will be used to pay for the room and board portion of substance use disorder residential treatment for 30 days of treatment for 6 individuals per year for three years, totaling to \$13,500. \$1,500 per year will be

used to pay for network login connection fees for the laptops for three years, totaling to \$4,500.

b. Other Funds Leveraged: \$62,100

Narrative Detail: \$20,700 in match Drug Medi-Cal funding for 30 days of substance use disorder residential treatment for 6 individuals per year for three years, totaling to \$62,100.

3. Professional Services/Public Agency Subcontracts: List the names of all professional service contracts (e.g., contracts with other governmental entities or consultants). Itemize the services that will be provided by each and show funds allocated to each. Show hours and billing rates for all contracted staff.

a. Total Grant Funds Requested: \$0

Narrative Detail:

b. Other Funds Leveraged: \$0

Narrative Detail:

4. Community-Based Organization Subcontracts: The Lead Agency must subcontract with one or more non-governmental, community organizations for a **minimum of 50 percent** of the total grant award. Additional points will be added to the final score for applicants that pass-through 60 percent or 70 percent, etc.

List the names of all non-governmental community organizations, itemize the services that will be provided by each and show funds allocated to each. Show hours and billing rates for all community organization staff.

If a community partner has not been selected as of the date of the submission of the application, clearly identify the amount of grant funds that will be allocated as a placeholder.

a. Total Grant Funds Requested: \$778,897

Narrative Detail:

Advocates for the Mentally Ill (AMI) Housing

1. Master Leased Housing: \$63,600 per year for 3 years (totaling \$190,800) will be utilized to master lease 6 low-barrier housing units.
2. Housing Personal Services Coordinator: This position will be staffed at 2080 hours per year at an hourly rate of \$20, with annual Cost of Living Adjustments. The total amount requested for this position over the three-year grant period, including benefits, is \$178,237.70. The 1.0 FTE Housing Personal Services Coordinator is responsible for providing housing stability support to clients living in the master leased house. \$7,260 per year, totaling \$21,780, will be utilized for cellphone stipends, mileage, and supervision of the Housing Personal Services Coordinator.

Hospitality House

1. Housing Specialist: This position will be staffed at 392 hours per year at an hourly rate of \$23. The total amount requested for this position over the three-year grant period, including benefits, is \$38,175.00. The 0.2 FTE Housing Specialist will be tasked with developing relationships with landlords and finding long-term housing opportunities for clients, including individual apartment units.

2. Rental Assistance: \$83,541 in rental assistance and subsidies will be available for the Housing Specialist to administer on clients' behalf.

Turning Point

1. Personal Services Coordinator: This position will be staffed at 2080 hours per year at an hourly rate of \$20, with annual Cost of Living Adjustments. The total amount requested for this position over the three-year grant period, including benefits, is \$185,212.35. The 1.0 FTE Personal Services Coordinator is responsible for assisting clients in meeting their expressed mental health goals. \$11,750 per year, totaling \$35,251, will be utilized for cellphone stipends, mileage, supervision of the Personal Services Coordinator, and flexible funds for identified clients, including hotel/motel vouchers, bus passes, car/bike maintenance, and food vouchers.
2. This contract will also include one HMIS (Homeless Management Information System) license for \$900.

Community Recovery Resources (CoRR) and/or Common Goals

1. Transitional Housing/Recovery Residence: \$14,400 per year for three years, totaling to \$43,200 will be used for sober living recovery housing for those exiting residential treatment.

b. Other Funds Leveraged: \$1,325,744

Narrative Detail: This project will expand on and leverage the existing members of the HOME (Homeless Outreach and Medical Engagement) Team, which include salaries for the following contracted positions:

Turning Point: 1.0 FTE Nurse - \$101,244 per year; 1.0 FTE Peer Specialist - \$43,763 per year; 2.0 FTE Personal Services Coordinators - \$68,066 per year each

Hospitality House: 1.0 FTE CADAC (Certified Alcohol and Drug Abuse Counselor) - \$63,624 per year; 0.8 FTE Housing Specialist - \$50,899 per year
Additionally, the new Personal Services Coordinator requested through this funding will have access to a shared vehicle, which is a one-time cost of \$30,000.

- 5. Indirect Costs:** Itemize all indirect costs. For information on how to calculate indirect costs, please see *BSCC Grant Administration Guide*. The ESC will consider appropriate limits for administrative costs and overhead.

a. Total Grant Funds Requested: \$47,500

Narrative Detail: Indirect costs are charged as 5% of the actual total direct project costs, excluding equipment. Indirect costs will include accounting and administrative salaries estimated to be 1 hour per month for 3 staff or approximately \$3,723 per year for a three year total of \$11,398; county Cost Plan/A-87 charges of approximately \$11,700 per year for a three total of \$35,100 and general office supplies of \$25 per month or \$300 per year.

b. Other Funds Leveraged: \$

Narrative Detail:

- 6. Data Collection and Evaluation:** Itemize all costs associated with data collection and evaluation efforts for this project. Applicants must dedicate a minimum of 5 percent (or \$25,000, whichever amount is greater) up to a maximum of 10 percent of total

grant funds requested to this line item. Even if Data Collection and Evaluation efforts will be performed by Professional Service consultants they must be listed here. Applicants are strongly encouraged to use outside evaluators or otherwise address conflict of interest considerations.

a. Total Grant Funds Requested: \$ 75,000

Narrative Detail: Project Evaluator is Ellis Planning Associates, Inc., an outside evaluator with decades of experience at \$25,000 per year for three years.

b. Other Funds Leveraged: \$

Narrative Detail:

7. Equipment/Fixed Assets: Itemize all equipment and fixed assets.

a. Total Grant Funds Requested: \$2,500

Narrative Detail: \$2,500 will be used to purchase a County laptop for the contracted Personal Services Coordinator.

b. Other Funds Leveraged: \$

Narrative Detail:

8. Other (Travel, Training, etc.): Itemize all costs associated with travel and training.

Applicants should budget for two trips to Sacramento for grantee meetings.

a. Total Grant Funds Requested: \$543

Narrative Detail: Travel funds will cover two trips to Sacramento for two Nevada County Behavioral Health employees at \$264

b. Other Funds Leveraged: \$

Narrative Detail:

Attachment D: 2019-2023 Proposition 47 Local Advisory Committee Membership Roster

Lead Public Agency: Nevada County Behavioral Health Department

Individual Name	Job Title	Agency/Organization
Michael Ertoal	Chief of Probation	Nevada County Probation Department
Steven Sinclair	Program Director	Nevada County Probation Department
Phebe Bell	Director of Behavioral Health	Nevada County Behavioral Health Department
Shannan Moon	Sheriff	Nevada County Sheriff's Office
Michael Heggarty	Director of Health & Human Services	Nevada County Department of Health and Human Services
Mike Dent	Director of Housing & Child Support Services	Housing & Community Services
Keri Klein	Public Defender	Nevada County Public Defender's Office
Cliff Newell	District Attorney	Nevada County District Attorney's Office
Christy Thompson	Community Member	Justice Involved with lived experience
Alex Gammelgard	Chief of Police	Grass Valley Police Department
Brendan Philipps	Housing Resource Manager	Nevada County Department of Health and Human Services
Brandon Scott	Community Member	Justice Involved with lived experience
James Lael	Chief of Police	Nevada City Police Department
Nancy Baglietto	CEO	Hospitality House
Jennifer Price	CEO	Advocates for the Mentally Ill (AMI) Housing
Ariel King Lovett	CEO	Community Recovery Resources
Linda Sloven	Presiding Judge	Superior Court of California, Nevada County
Carol Stanchfield	Regional Director	Turning Point Community Programs



**NEVADA COUNTY
HEALTH & HUMAN SERVICES
AGENCY**

BEHAVIORAL HEALTH DEPARTMENT
(Mental Health, Drug and Alcohol Program)

Health & Human Services
Agency Director:
Michael Heggarty, MFT

Behavioral Health Director:
Phebe Bell, MSW

Behavioral Health Medical
Director: Aubrey Eubanks, M.D.

500 CROWN POINT CIRCLE, STE. 120

GRASS VALLEY CALIFORNIA 95945

TELEPHONE (530) 265-1437

10075 LEVON AVE., STE 204

TRUCKEE, CALIFORNIA 96161

FAX (530) 271-0257

TELEPHONE (530) 582-7803

FAX (530) 582-7729

February 26, 2019

This is a letter of agreement between **Nevada County Department of Behavioral Health** and all organizations listed herein for the purposes of applying for the 2019 Proposition 47 Grant Program RFA. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **Nevada County Department of Behavioral Health** 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.

Signed in mutual agreement,

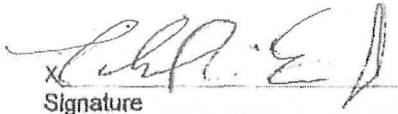
LEAD PUBLIC AGENCY SIGNATURE

X 

Signature

Phebe Bell, Behavioral Health Director
Behavioral Health Department
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

PROPOSITION 47 NEVADA COUNTY LOCAL ADVISORY COMMITTEE MEMBER
SIGNATURES

X 

Signature
Michael Ertola, Chief Probation Officer
Probation Department
109 1/2 N. Pine Street
Nevada City, CA 95959

X 

Signature
James Lael, Police Chief
Nevada City Police Department
317 Broad Street
Nevada City, CA 95959

X _____

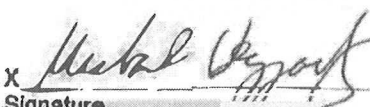
Signature
Shannen Moon, Sheriff
Sheriff's Office
950 Main Avenue
Nevada City, CA 95959

X 

Signature
Clifford Newell, District Attorney
District Attorney's Office
201 Commercial Street
Nevada City, CA 95959


X _____


Signature
Keri Klein, Public Defender
Public Defender's Office
109 N. Pine Street
Nevada City, CA 95959


X 

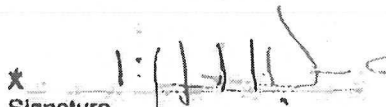
Signature
Michael Heggarty, Director HHS
Health and Human Services Department
950 Main Avenue
Nevada City, CA 95959


PROPOSITION 47 NEVADA COUNTY LOCAL ADVISORY COMMITTEE MEMBER
SIGNATURES


X 
Signature
Michael Ertola, Chief Probation Officer
Probation Department
109 1/2 N. Pine Street
Nevada City, CA 95959

X 
Signature
James Laal, Police Chief
Nevada City Police Department
317 Broad Street
Nevada City, CA 95959

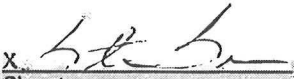
X 
Signature
Shannan Moon, Sheriff
Sheriff's Office
950 Malibu Avenue
Nevada City, CA 95959

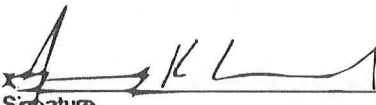
X 
Signature
Clifford Newell, District Attorney
District Attorney's Office
201 Commercial Street
Nevada City, CA 95959


X 
Signature
Kerl Klein, Public Defender
Public Defender's Office
109 N. Pine Street
Nevada City, CA 95959

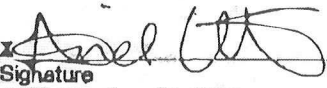
X 
Signature
Michael Heggarty, Director HHS
Health and Human Services Department
950 Malibu Avenue
Nevada City, CA 95959

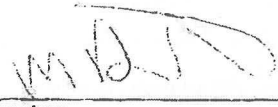
x 
Signature
Brandon Scott, Community Member
135 E. McKnight Way, Unit A
Grass Valley, CA 95949


x 
Signature
Steven Sinclair, Program Manager
Probation Department
109 1/2 N. Pine Street
Nevada City, CA 95959

x 
Signature
Alex Gammelgard, Police Chief
Grass Valley Police Department
129 South Auburn St.,
Grass Valley, CA 95945


x 
Signature
Jennifer Price, CEO
AML Housing, Inc.,
11768 Atwood Road, Suite 5
Auburn, CA 95603

x 
Signature
Ariel King Lovett, CEO
Community Recovery Resources
160 Sierra College Drive
Grass Valley, CA 95945

x 
Signature
Mike Dent, Director of Housing and
Child Support Services
Child Support Services
950 Maidu Avenue
Nevada City, CA 95949

x 
Signature
Brendan Phillips, Housing Resource
Manager
Nevada County Health and Human
Services
950 Maidu Avenue
Nevada City, CA 95959

x 
Signature
Nancy S. Bagliette, CEO
Hospitality House
1262 Sutton Way
Grass Valley, CA 95945

x 
Signature
Carol Stanchfield, Regional Director
Turning Point Community Programs
500 Crown Point Circle, Suite 100
Grass Valley, CA 95945

x Linda J. Slover

Signature

**Linda J. Slover, Presiding Judge
Nevada County Superior Court
201 Church Street #5
Nevada City, CA 95959**

x Christy Thompson

Signature

**Christy Thompson, Community
Member
1812 East Main St. #8
Grass Valley, CA 95959**

Printed on recycled paper



**NEVADA COUNTY
HEALTH & HUMAN SERVICES
AGENCY**

BEHAVIORAL HEALTH DEPARTMENT
(Mental Health, Drug and Alcohol Program)

Health & Human Services
Agency Director:
Michael Heggarty, MFT

Behavioral Health Director:
Phebe Bell, MSW

Behavioral Health Medical
Director: Aubrey Eubanks, M.D.

500 CROWN POINT CIRCLE, STE. 120

GRASS VALLEY CALIFORNIA 95945

10075 LEVON AVE., STE 204

TRUCKEE, CALIFORNIA 96161

TELEPHONE (530) 265-1437

FAX (530) 271-0257

TELEPHONE (530) 582-7803

FAX (530) 582-7729

February 26, 2019

RE: Letter of Impact

Dear Proposition 47 Committee Members,

The Nevada County Behavioral Health Department has determined that partner agencies will not experience unforeseen or unintended impacts that will prevent this project from being implemented as intended.

X

Signature

Phebe Bell, Behavioral Health Director
Behavioral Health Department
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

(1) Goal:	Conduct outreach to establish relationships with justice involved homeless individuals.		
Objectives:	1) HOME Team will use the Coordinated Entry System to establish contact and provide outreach to 150 justice involved homeless individuals.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
HOME Team works with partner agencies (jail, hospital, etc.,) to establish contact with the 150 at risk individuals currently identified as being homeless and justice involved in order to identify at least 60 people who will receive support and service coordination from the HOME Team. 2) Hire Housing PSC and 1.0 FTE PSC to join HOME Team.	HOME Team	8/15/2019	8/15/2022

(2) Goal:	Decrease recidivism for homeless individuals who are justice involved by increasing engagement in mental health and substance use disorder treatment for the program participants.		
Objectives:	From the larger cohort, 30 individuals with MI, CODs, or SUDs will be identified and provided with mental/behavioral health and/or substance use treatment, intensive case management, housing navigation, employment and legal services each year; 2) 80% of these program participants will remain engaged with case management and treatment services at minimum 6 months; and 3) 75% of these program participants will spend fewer days incarcerated.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
After establishing a relationship, the HOME Team will conduct vulnerability assessments of 60 homeless individuals through the Coordinated Entry System; 2) 30 of this assessed group will be provided services and case management as indicated in objectives; 3) Enter data into HIMS.	HOME Team, Hospitality House, Turning Point, CoRR, Common Goals	8/15/2019	8/15/2022

(3) Goal:	Increase housing stability for program participants.		
Objectives:	50% of the 30 of program participants will secure transitional or permanent housing; 2) 50% of program participants will secure or increase monthly income through employment or mainstream benefit programs.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start	End Date
Provide rental assistance and help paying utilities for program participants; 2) Add a .20 FTE Housing Specialist; 3) Master-lease house.	Hospitality House, HOME Team.	8/15/2019	8/15/2022

Attachment J: List of Partner Agencies/Organizations

Lead Public Agency: Nevada County Behavioral Health Department

Other Public Agency Partners

	Name of Agency	2-3 sentence description of services to be provided
1		

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

	Name of Organization	2-3 sentence description of services to be provided
1	Advocates for the Mentally Ill (AMI) Housing	Master leased housing. Housing Case Manager who is responsible for providing housing stability support to clients living in the master leased house.
2	Turning Point	Personal Services coordinator is responsible for assisting clients in meeting their mental health goals. Included in this contract is one Homeless Management Information System (HIMS).
3	Community Recovery Resources and/or Common Goals	Sober living/transitional living for those leaving residential treatment.
4	Ellis Planning Associates, Inc.	Evaluation and program implementation.
5	Hospitality House	The 0.2 FTE Housing Specialist will be tasked with developing relationships with landlords and finding long-term housing opportunities for clients, including individual apartment units.

Add additional rows as needed.

Attachment K: Grantee Assurance for Third Party Non-Governmental Organizations

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

Lead Public Agency: Nevada County Department of Behavioral Health

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Community Recovery Resources	180 Sierra College Drive, Grass Valley, CA 95945	alovett@corr.us	Yes X No <input type="checkbox"/>
Hospitality House	1262 Sutton Way, Grass Valley, CA 95945	nancy@hhshelter.org	Yes X No <input type="checkbox"/>
Turning Point	500 Crown Point Circle #100, Grass Valley, CA 95945	CarolStanchfield@tpcp.org	Yes X No <input type="checkbox"/>
Ellis Planning Associates, Inc.	P.O. Box 901, Nevada City, CA 95945	galen@ellisplanningassociates.com	Yes X No <input type="checkbox"/>
NCHDC, Inc./AMI Housing, Inc.	PO Box 5216, Auburn, CA 95604	jprice@amihousing.org	Yes X No <input type="checkbox"/>
Common Goals	256 Buena Vista St. #100, Grass Valley, CA 95945	joe@commongoalsinc.org	Yes X No <input type="checkbox"/>

A signature below is an assurance that all requirements listed on pages 6-7 of the Proposition 47 RFP 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 <i>Phoebe Bell</i>	TITLE <i>Director of Behavioral Health</i>	TELEPHONE NUMBER <i>(530) 470-2784</i>	EMAIL ADDRESS <i>Phoebe.Bell@co.Nevada.ca.us</i>
STREET ADDRESS <i>500 Crown Point Cir, #123</i>	CITY <i>Grass Valley</i>	STATE <i>CA</i>	ZIP CODE <i>95945</i>
APPLICANT'S SIGNATURE (Blue Ink Only) <i>X [Signature]</i>			DATE <i>3/18/19</i>

Proposition 47 Grant Project Budget

Instructions: Complete the following table for the grant funds being requested and outside dollars leveraged. Report amounts in whole dollars. While recognizing some jurisdictions may use different line items in the budget process, the categories listed below are the ones that funded projects will use when invoicing the BSCC for reimbursement of expenditures. All funds must be used consistent with the requirements of the BSCC Grant Administration Guide. Applicants should reference this Guide for definitions and other guidance in preparing a budget. The Guide can be found on the BSCC website on the Corrections Planning and Grant Programs webpage.

Applicant Name:

Nevada County Behavioral Health

PART 1. BUDGET TABLE

Budget Table Instructions: Complete the Budget Table using whole numbers. If you are not requesting or reporting funds in a certain category, please list "\$0."

Budget Line Item	A: Grant Funds	B: Leveraged Funds	C: Total Project Value (A+B)	Percentage of Funds
1. Salaries and Benefits (Lead Agency Only)	\$ 77,560	\$ 22,524	\$ 100,084	
2. Services and Supplies (Lead Agency Only)	\$ 18,000	\$ 62,100	\$ 80,100	
3. Professional Services & Public Agency Subcontracts			\$ -	
4. Community-Based Organization Subcontracts*	\$ 778,897	\$ 1,325,744	\$ 2,104,641	78%
5. Indirect Costs (Lead Agency Only)	\$ 47,500		\$ 47,500	Please see Indirect Costs table below
6. Data Collection and Evaluation**	\$ 75,000		\$ 75,000	7%
7. Fixed Assets/Equipment (Lead Agency Only)	\$ 2,500		\$ 2,500	
8. Other (Travel, Training, etc.) (Lead Agency Only)	\$ 543		\$ 543	
TOTALS	\$ 1,000,000	\$ 1,410,368	\$ 2,410,368	

*minimum 50 percent of grant funds requested

**minimum 5 percent [or \$25,000, whichever is greater] not to exceed 10 percent of grant funds requested

APPENDIX A

Proposition 47 2019 Scoring Panel Membership

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

APPENDIX B

Grantee Assurance for Third Party Non-Governmental Organizations

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

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

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

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

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

APPENDIX B

Grantee Assurance for Third Party Non-Governmental Organizations

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


Lead Public Agency: Nevada County Department of Behavioral Health

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Community Recovery Resources	180 Sierra College Drive, Grass Valley, CA 95945	alovett@corr.us	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hospitality House	1262 Sutton Way, Grass Valley, CA 95945	nancy@hhshelter.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Turning Point	500 Crown Point Circle Suite #100, Grass Valley, CA 95945	CarolStanchfield@tpcp.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Ellis Planning Associates, Inc.	P.O. Box 901, Nevada City, CA 95945	galen@ellisplanningassociates.com	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
NCHDC, Inc./AMI Housing, Inc.	PO Box 5216, Auburn, CA 95604	jprice@amihousing.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Common Goals	256 Buena Vista St. #100, Grass Valley, CA 95945	joe@commongoalsinc.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Alison Lehman	County Executive Officer	(530) 265-1290	ceo@co.nevada.ca.us
STREET ADDRESS 950 Maidu Avenue	CITY Nevada City	STATE CA	ZIP CODE 95959
APPLICANT'S SIGNATURE (Blue Ink Only) <div style="font-size: 2em; color: blue; font-family: cursive;">X </div>			DATE <div style="font-size: 1.5em; color: blue; font-family: cursive;">8/14/19</div>