

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

0220-05246-0001

Date: October 27, 2022

To: The Mayor  
The CouncilAttn: Heleen Ramirez, Legislative Coordinator, Mayor's Office  
Patrice Lattimore, Council and Public Services Division, City Clerk's OfficeFrom: *for* Matthew W. Szabo, City Administrative Officer *Ylenda Chavez*

**Subject: PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) PROPOSITION 47 SAFE NEIGHBORHOODS AND SCHOOLS GRANT PROGRAM - LOS ANGELES DIVERSION OUTREACH AND OPPORTUNITIES FOR RECOVERY (LA DOOR) FOR FISCAL YEARS 2022-26**

Attached is the Grant Acceptance Packet (Packet) for a grant award in the amount of \$6,000,000 from the California Board of State and Community Corrections (BSCC), Proposition 47 Safe Neighborhoods and Schools Grant Program for the period from September 1, 2022 through June 1, 2026, for the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) program.

LA DOOR is a health-focused, comprehensive drug intervention program that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence within the Central Los Angeles community and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system. The 2022-26 grant provides a total of \$6,000,000, which will partially finance one existing Deputy City Attorney II position, and fully fund resolution authority one City Attorney Administrative Coordinator II and one City Attorney Administrative Coordinator I (\$594,257), along with \$359,645 in employee benefits. The balance of funding will provide \$12,960 for supplies and services, \$3,976 for travel expenses, and \$5,029,162 for contractual services. Although there is no required match for this program, the BSCC grant does require demonstrated use of other leveraged federal, state, local funds or other social investment. LA DOOR will leverage \$2,226,524 in existing state and local funding and partnerships to provide wraparound services for participants.

As a participant in the Phase II eCivis Grants Management Program, the City Attorney's Office submitted the packet for review and analysis by the Office of the City Administrative Officer (CAO) Grants Oversight Unit and the assigned CAO Analyst. In accordance with the approved procedures for the Grants Management Program, this Office reviewed the Packet for completeness, conducted a concise analysis, and prepared a Fiscal Impact Statement. The Packet consists of the following:

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Grant Agreement

If you have any questions regarding the Grant Acceptance Packet, please contact Claire Su Kyung No at (213) 473-7520.

*MWS:EFR:CN:04230041*

Attachments

# OFFICE OF THE CITY ADMINISTRATIVE OFFICER

## Review of Grant Award and Acceptance Determination

<b>Recipient City Department:</b> Office of the City Attorney		<b>Award Notification Date:</b> July 26, 2022	
<b>Grant Award Title:</b> Proposition 47 Grant Program		<b>Grant Amount:</b> \$6,000,000 <b>Prior Grant Award(s):</b> \$6,000,000	
<b>Awarding Agency:</b> California Board of Supervision and Community Correction			
<b>Grant Agreement Number/Reference:</b> BSCC 538-22/C.F. 17-0758-S2	<b>Performance Start Date:</b> September 1, 2022	<b>Performance End Date:</b> June 1, 2026	
<b>Purpose:</b> The Office of the City Attorney requests authority to accept grant funding from the Proposition 47 Grant Program from the California Board of State and Community Corrections to expand the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR), a health-focused, comprehensive drug intervention program that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence within the Central Los Angeles community and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system. Funding in the amount of \$6,000,000 is provided for services and grant administration costs for the period from September 1, 2022 through June 1, 2026.			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
<b>1. Authority for Grant Acceptance</b>				
<input checked="" type="checkbox"/> Department requests acceptance of the Grant	<b>X</b>			( ) Terms/Conditions outlined in Award Notice/Grantor Agreement
<b>2. Match Requirement Review</b>				
<input type="checkbox"/> Match Sources Identification completed			<b>X</b>	( ) Obtain match requirements from Award Notice/Grantor Agreement
<input type="checkbox"/> Additional Funds requested			<b>X</b>	( ) Submit to CAO for review
<b>3. Charter Section 1022 Determination</b>				
<input type="checkbox"/> Charter Section 1022 findings completed			<b>X</b>	( ) Submit to CAO for review and determination
<b>4. Provisions for Grant-Funded Contracts</b>				
<input type="checkbox"/> Standard and Grantor Provisions or equivalent language is included			<b>X</b>	( ) Incorporate Provisions or Language into proposed agreement
<input type="checkbox"/> Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/>			<b>X</b>	( ) Submit to City Attorney for review and approval; copy to CAO
<b>5. Personnel Authorities</b>				
<input type="checkbox"/> Department has submitted a request for position(s)		<b>X</b>		( ) Review documents and make determination
<b>6. Grant Implementation Recommendations</b>				
<input type="checkbox"/> Department has submitted grant implementation instructions	<b>X</b>			( ) Submit to CAO for review
<b>7. Controller Instructions for Fund/Accounts Set-Up</b>				
<input type="checkbox"/> Department has requested Funds/Accounts Set-up	<b>X</b>			
<b>8. Governing Body Resolution/Certification</b>				
<input type="checkbox"/> Department has submitted Resolution/Certification	<b>X</b>			( ) Submit to CAO and City Attorney for review
<b>9. Fiscal Impact Analysis</b>				
<input type="checkbox"/> Department has submitted Fiscal Impact Statement	<b>X</b>			( ) Submit to CAO for review and Determination

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Review of Grant Award and Acceptance Determination

#### 10. Grant Award Summary

The Office of the City Attorney requests approval to accept \$6,000,000 in grant funding from the California Board of State and Community Corrections (BSCC) Proposition 47 Grant Program (Prop. 47) to expand the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) program. LA DOOR will provide services to those most impacted by substance use and mental health issues in Central Los Angeles, by providing intensive services to a minimum of 850 individuals to divert them from the criminal justice system and towards a path to recovery.

The program's total cost is \$6,000,000, of which The grant award of \$6,000,000 will cover the following: \$594,257 for salary costs, \$258,978 for fringe benefits, \$100,667 for related costs, \$12,960 for supplies and services, \$3,976 for travel expenses, and \$5,029,162 for contractual services. The performance period of this grant is from September 1, 2022 through June 1, 2026. The BSCC grant does not require a match but does require a demonstrated use of other leveraged federal, state, and local funds or other social investments. LA DOOR will leverage \$2,226,524 in existing state and local funding and partnerships to provide wraparound services for participants. No General Fund appropriation is required at this time.

(Grant Award Summary continued on page 3)

#### 11. Recommendations

Pursuant to a review of departmental recommendations for this grant, please provide a complete list of necessary actions for implementation including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities, etc.

That the Council, subject to the approval of the Mayor:

1. Authorize the City Attorney, or designee, to:

- a. Execute the grant agreement between the California Board of State and Community Corrections (BSCC) and the City Attorney's Office;
- b. Accept the grant award in the amount of \$6,000,000 from BSCC;
- c. Execute a vendor agreement between the City Attorney's Office and Special Service for Groups, Inc. - Project 180;
- d. Execute a vendor agreement between the City Attorney's Office and West Angeles Community Development Corporation;
- e. Execute a vendor agreement between the City Attorney's Office and the RAND Corporation;
- f. Execute a Memorandum of Understanding between the City Attorney's Office and the Los Angeles County Office of the Public Defender;

2. Authorize the Controller to:

- a. Establish a receivable for this program totaling \$6,000,000 from BSCC;
- b. Establish an appropriation account within City Attorney Grants Fund No. 368, as follows:

<u>Account</u>	<u>Title</u>	<u>Amount</u>
12W960	Prop. 47 Grant Program	\$6,000,000

(Recommendations continued on page 4)


Doc. No. 04230041

#### 12. Fiscal Impact Statement

☒ **Yes** This Office finds that the Grant complies with City financial policies as follows (see below):

☐ **No** This Office finds that the Grant does not comply with City financial policies as follows (see below):

The total program cost of the Los Angeles Diversion Outreach and Opportunities for Recovery is \$6,000,000, and is fully reimbursed by the California Board of State and Community Corrections Proposition 47 Grant Program. The grant will provide direct cost funding of \$5,640,356 and related cost funding of \$359,644. No additional General Fund appropriation is required at this time. Approval of the recommendations in this report complies with the City's Financial Policies in that total program costs are funded through grant funds to the extent possible. Program costs beyond the grant performance period will be subject to the availability of on-going revenues.

Claire Su Kyung No	Edward F. Roes		10/27/22
CAO Analyst	Chief	CAO/Assistant CAO	Date



**10. Grant Award Summary** (continued from page 2)

The award grant award includes \$5,029,162 in contractual services funding for four project vendor agreements and financial audit services:

- 1) \$3,779,698 to Special Service for Groups, Inc. - Project 180, a non-profit organization which will train the LA DOOR Mobile Team to deliver social services to the target population;
- 2) \$569,400 to West Angeles Community Development Corporation, a non-profit organization which will provide transitional housing beds and other social services to the target population;
- 3) \$399,899 to the RAND Corporation, which will provide data and evaluation services on LA DOOR;
- 4) \$255,165 to the Los Angeles County Office of the Public Defender which will provide administrative support with coordinating the removal of legal barriers for LA DOOR participants; and
- 5) \$25,000 to issue a Request for Proposals for an independent financial audit of BSCC LA DOOR grant awards.

Grant funds provide partial salary, and related costs for one existing Deputy City Attorney II position, and full salary and related costs for one City Attorney Administrative Coordinator II and one City Attorney Administrative Coordinator I.

LA DOOR will leverage \$2,226,524 in three existing state and local funding and partnerships to provide wraparound services for participants:

- 1) \$226,524 by the Public Defender's Office using attorney time and office resources to review clients' criminal records to identify warrants, unresolved criminal cases or court obligations, participant eligibility for specialty courts, and past convictions eligible for expungement or charge reduction;
- 2) \$1,250,000 by the Office of the Los Angeles City Attorney using LA County/City resources to support LA DOOR clients with longer term substance use disorders treatment services, housing, physical health services, and mental health treatment. Based on previous cohorts, it is estimated that 200 clients will be enrolled over the grant period, which on average, costs \$6,250 of care utilizing these services per client; and
- 3) \$750,000 by SSG Project 180 using its resources to support LA DOOR clients that enroll into the LA DOOR WRAP program. WRAP provides an outpatient intensive care model that provides case management, substance use treatment, and mental health treatment. Based on previous cohorts, it is

estimated that 50 clients will be enrolled into the WRAP program, which on average, costs \$15,000 per client.

**11. Recommendations** (continued from page 2)

3. Authorize the City Attorney, or designee, to:
  - a. Transfer \$48,747 from Fund No. 368, Department No. 12, Account No. 12W960 to Fund No. 100, Department No. 12, Account No. 001010, Salaries General, for FY 2022-23 salary expenses;
  - b. Upon receipt of grant reimbursements and approval of expenses, transfer up to \$359,645 from Fund No. 368, Department No. 12, Account No. 12W960 to Fund No. 100, Department No. 12, Revenue Source 5346, Related Cost Reimbursement – Grants, to reimburse fringe benefits and related costs during the grant period;
4. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2023, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$210,389 from Fund No. 368, Department No. 12, Account No. 12W960 to Fund No. 100, Department No. 12, Account No. 001010, Salaries General, for FY 2023-24 salary expenses;”
5. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2024, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$214,578 from Fund No. 368, Department No. 12, Account No. 12W960 to Fund No. 100, Department No. 12, Account No. 001010, Salaries General, for FY 2024-25 salary expenses;”
6. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2025, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$120,544 from Fund No. 368, Department No. 12, Account No. 12W960 to Fund No. 100, Department No. 12, Account No. 001010, Salaries General, for FY 2025-26 salary expenses;”
7. Authorize the City Council to pass and adopt a Los Angeles City Council Resolution for the City Attorney to participate in the Prop. 47 Grant Program;

8. Authorize the City Council President to execute the “Los Angeles City Council Resolution” document as required by the BSCC to distribute grant funds; and,
9. Authorize the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.



**MIKE FEUER**  
CITY ATTORNEY

The Honorable Eric Garcetti  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Heleen Ramirez

Honorable Members of City Council  
City of Los Angeles  
City Hall  
Los Angeles, CA 90012  
Attention: Patrice Lattimore

From: Janette Flintoft, Grants Director  
Date: September 20, 2022  
Re: FY 2022-26 Proposition 47 Grant Funding (Cohort 3)  
CF # 17-0758-S1

Transmitted herewith for Mayor and City Council consideration is grant funding totaling \$6,000,000 awarded by California Board of State and Community Corrections (BSCC) under the Proposition 47 Grant Program ("Prop. 47") for the period September 1, 2022 through June 1, 2026. This award will maintain LA DOOR ("Diversion Outreach and Opportunities for Recovery"), a health-focused, comprehensive drug intervention approach that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system.

LA DOOR is a health-focused, comprehensive drug intervention approach that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system. Originally launched in South Los Angeles in 2017 following an intensive, community based planning effort, LA DOOR strives to ensure that those most impacted by substance use and mental health issues, especially individuals receive vitally heeded LA DOOR interventions.

Since 2017, LA DOOR has provided services to 1,425 individuals, of which approximately 87% were homeless. Over 350 participants received field-based substance use disorder (SUD) treatment services, including 100 participants linked to detox or residential SUD treatment. Over 300 participants received mental health treatment services, including over 70 clients enrolled in intensive outpatient treatment. Over 200 participants were placed into transitional housing, including grant-funded LA DOOR housing. Over 40 participants were placed into permanent housing. Only 8% of participants recidivated during the study period.

It is anticipated that grant funding will continue beyond FY 2026 as a result of available funds, grantee performance, and the ongoing need for resources in this area.



**City of Los Angeles**  
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Kyle Kirkpatrick	E-Mail:	<a href="mailto:kyle.kirkpatrick@lacity.org">kyle.kirkpatrick@lacity.org</a> Phone: 213-978-3928
Project Manager:	Mark Yim	E-Mail:	<a href="mailto:mark.yim@lacity.org">mark.yim@lacity.org</a> Phone: 213-978-3928
Department/Bureau/Agency:	City Attorney Date: 09/14/2022		

Grant Information				
Name of Grantor: Board of State and Community Corrections		Pass Through Agency: Los Angeles City Attorney's Office		
CA Other				
Grant Program Title: Prop. 47 Grant Program		Notification of Award Date: 08/16/2022		
Proposition 47 Grant Program (Cohort III) - FY 2022				
Funding Source (Public / State)	Grant Type: Competitive/Discretionary	Funds Disbursement:	Agency's Grant ID: CFDA#: Other ID#: eCivis ID#: CA 2789	
Match Requirement: Recommended	Amount: \$2,226,524.00	%Match	37	
Match Type: Cash	Identify Source of Match:			
<b>Fiscal Information:</b>	Awarded Funds: \$6,000,000.00	Match/In-Kind Funds: \$2,226,524.00	Additional/Leverage Funds:	Total Project Budget: \$8,226,524.00

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
<b>Personnel</b>				
Deputy City Attorney II	\$158,656.00	\$0.00		20% FTE* x 45 months x \$9,822 avg monthly salary* = \$110,500 Salary + 43.58% (\$48,156) Benefits = \$158,656
Administrative Coordinator II	\$452,868.00	\$0.00		100% FTE* x 45 months x \$7,009 avg monthly salary* = \$315,412 Salary + 43.58% (\$137,456) Benefits = \$452,868
Administrative Coordinator I	\$241,711.00	\$0.00		100% FTE* x 36 months x \$4,676 avg monthly salary* = \$168,346 Salary + 43.58% (\$73,365) Benefits = \$241,711
Indirect Costs for Direct Salaries	\$100,667.00	\$0.00		\$594,257 Direct salaries x 16.94% (CAP 41) = \$100,667
<b>Travel</b>				
Travel	\$3,976.00	\$0.00		Mandatory set aside for travel to Sacramento: Air: \$325 + Per Diem: \$60 + Ground Transportation: \$57 = \$442 x 3 trips x 3 staff = \$3,976
<b>Contractual Services</b>				
SSG Project 180	\$3,779,698.00	\$750,000.00		Social Services Subcontract
West Angeles Community Development	\$569,400.00	\$0.00		Housing Services Subcontract
RAND Corporation	\$399,899.00	\$0.00		Data Collection and Evaluation Subcontract
LA County Public Defender's Office	\$255,165.00	\$226,524.00		Public Agency Legal Services Subcontract
Financial Audit of LA DOOR Fiscal Procedures and Documents	\$25,000.00	\$0.00		RFP for independent financial audit of BSCC grant awards
Other Professional/Public Agency Matched Services	\$0.00	\$1,250,000.00		200 Clients x \$6,250 on average per client based on past cohorts = \$1,250,000
<b>Other</b>				
ServiceNow Database Licenses	\$12,960.00	\$0.00		24 database licenses for LA DOOR personnel x 36 months x \$15 per month = \$12,960



Total	\$6,000,000.00	\$2,226,524.00	
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### Approved Project

Descriptive Title of Funded Project: LA DOOR Cohort 3 (Diversion Outreach and Opportunities for Recovery)

Performance Period Start/End Dates (Month/Day/Year):

Start: 09/01/2022

End: 06/01/2026

Citywide: all

Affected Council District(s): all

Affected Congressional District(s): all

Purpose: Support prevention and support programs for drug-involved and mentally ill individuals.

Identify Internal Partners (City Dept/Bureau/Agency): LAPD

Identify External Partners: Public Defender, SSG Project 180, RAND, West Angeles Community Development Corporation

### Summary

Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.

During FY 2023/26, the Los Angeles City Attorneys Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and South Los Angeles most in need of robust Proposition 47 services. LA DOOR will provide services to a minimum of 850 participants during the grant cycle with the goals of 1) reducing recidivism rates through diversion and preventative services, 2) increasing participants use of social services through Mobile Team, Wrap Team, and other linkages, and 3) proactively remove participants legal barriers through collaborative City Attorney and Public Defender partnership. With LA DOOR, the City Attorneys Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.

### Recommendations

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

1. Authorize the City Attorney or designee to execute the grant agreement between BSCC and the City Attorney's Office;
2. Authorize the City Attorney or designee to accept grant funding in the amount of \$6,000,000 from BSCC;
3. Resolve an employment authority in the City Attorney's Office for the period September 1, 2022 to June 1, 2026, for one Administrative Coordinator I (0566) position is approved;
4. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and SSG Project 180;
5. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and West Angeles Community Development Corporation;
6. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and RAND;
7. Authorize the City Attorney or designee to execute Memorandum of Understanding between the City Attorney's Office and the LA County Office of the Public Defender;
8. That the City Council, subject to the approval of the Mayor, authorize the Controller to:
  - a. Establish a receivable for this program by \$6,000,000 from BSCC;
  - b. Establish the appropriation account within Fund 368, as follows:
 

Account No.	Account Title	Amount
12S960	Prop. 47 Grant Program	\$ 6,000,000
9. Transfer \$90,507 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 – Salaries General, for FY 19-20 Salary expenses;
10. Upon receipt of grant reimbursements and approval of expenses, transfer up to \$341,353 from Fund 368/12, Account No. 12S960 to Fund 100/12, Revenue Source 5346 - Related Cost Reimbursement -Grants, to reimburse for the fringe benefits and related costs during the grant period;
11. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2023, the following actions relative to the Prop. 47 Grant Program:
 

"That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$160,954 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 – Salaries General, for FY 20-21 Salary expenses;
12. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2024, the following actions relative to the Prop. 47 Grant Program
 

"That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$169,043 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 – Salaries General, for FY 21-22 Salary expenses;
13. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2025, the following actions relative to the Prop. 47 Grant Program
 

"That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$141,561 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 – Salaries General, for FY 22-23 Salary expenses;
14. Authorize the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to approval of the CAO;
15. Authorize the City Council to pass and adopt a Los Angeles City Council Resolution for the City Attorney to participate in the Prop. 47 grant.
16. Authorize the City Council President to execute the "Los Angeles City Council Resolution" document as required by the BSCC to distribute grant funds.

### Fiscal Impact Statement

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

There is no fiscal impact to the General Fund from the acceptance of this grant.

### Acceptance Packet

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

☒ X Grant Award Notification and Acceptance

☐ [ ] Copy of Award Notice

☒ X Grant Project Cost Breakdown (Excel Document)

☐ [ ] Copy of Grant Agreement (if applicable)

☒ X Detail of Positions and Salary Costs (Excel Document)

☐ [ ] Additional Documents (if applicable)

Department Head Name:

Department Head Signature:

Date:

*Sam F...*

*[Signature]*

*3/2/21*

### For CAO Use Only

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

☐ [ ] Complete The Acceptance Packet has been forwarded to appropriate CAO analyst

☐ [ ] Returned to Department (Additional information/documentation has been requested.

☐ [ ] Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:

Date:



**Grant Award Notification and Acceptance**  
**Grant Project Cost Breakdown**

<b>Grant Name: Victim Assistance Program</b>					<b>Department:</b>
<b>Grant Project Breakdown</b>		<b>Grant Funds</b>	<b>City Funds</b>	<b>Additional Costs** Non-City Funds</b>	<b>Total</b>
<b><u>Salaries</u></b>					
1010 Salaries General					
1020 Salaries Grant Reimbursed		594,257	-	-	594,257
1070 Salaries As Needed					
1090 Overtime					
<b>Salaries Total:</b>		\$ 594,257	\$ -	\$ -	\$ 594,257
<b><u>Related Costs* (CAP 41)</u></b>					
	<b>CAP Rate</b>				
Fringe Benefits	43.58%	258,977			258,977
Central Services	12.60%	74,876			74,876
Department Administration	4.34%	25,791			25,791
<b>Related Costs Total:</b>		\$ 359,645	\$ -	\$ -	\$ 359,645
<b><u>Expense</u></b>					
2120 Printing & Binding					0
2130 Travel		3,976			3,976
3040 Contractual Services		5,029,162			5,029,162
3310 Transportation					0
4160 Governmental Meetings					0
6010 Office Supplies					0
6020 Operating Supplies					0
7300 Equipment					0
Other		12,960			
<b>Expenses Total:</b>		\$5,046,098	\$0	\$0	\$5,033,138
<b>Grand Total:</b>		\$ 6,000,000	\$ -	\$ -	\$ 5,987,040
<p>*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)</p> <p>**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.</p>					

## Page 4 of 4

PF2 (091222)

**LOS ANGELES CITY COUNCIL RESOLUTION**  
Proposition 47 Grant

WHEREAS the **Los Angeles City Attorney's Office** desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC) to establish LA DOOR ("Diversion Outreach and Opportunities for Recovery"). LA DOOR is a health-focused, comprehensive drug intervention approach that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence within specific neighborhoods and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system.

NOW, THEREFORE, BE IT RESOLVED that the **City Attorney, Michael N. Feuer**, be authorized on behalf of the **City of Los Angeles** to enter in the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the **Los Angeles City Attorney's Office** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED AND ADOPTED on \_\_\_\_\_  
by the following vote of the City Council of the City of Los Angeles, to wit:

Ayes:

Noes:

Absent:

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

## Proposition 47 Proposal Cover Sheet

**Submitted by:**  
Los Angeles City Attorney's Office

**Grant Dollars Requested:**  
\$6,000,000

**Date Submitted:**  
April 29, 2022

## Proposition 47 Proposal Checklist

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

	<b>Required Items:</b>	<b>X</b>
1	Completed Cover Sheet (previous page)	<input checked="" type="checkbox"/>
2	Proposition 47 RFP Proposal Checklist (this page) • <i>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</i>	<input checked="" type="checkbox"/>
3	Applicant Information Form • <i>Originally signed in blue ink by the authorized signatory or E-Signature (no stamped signatures)</i>	<input checked="" type="checkbox"/>
4	Proposal Narrative • 15 pages or fewer	<input checked="" type="checkbox"/>
5	Budget Attachment (includes Budget Tables and Narrative) • 6 pages or fewer	<input checked="" type="checkbox"/>
	<b>Required Attachments for <u>All Applicants</u>:</b>	
6	Local Advisory Committee Roster (Attachment D)	<input checked="" type="checkbox"/>
7	Local Advisory Committee Letter(s) of Agreement (Attachment E)	<input checked="" type="checkbox"/>
8	Letter(s) of Agreement for Impacted Local Government Agencies (Attachment F)	<input checked="" type="checkbox"/>
9	Project Work Plan (Attachment I)	<input checked="" type="checkbox"/>
10	List of Partner Agencies/Organizations (Attachment J)	<input checked="" type="checkbox"/>
11	Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix B) • <i>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</i>	<input checked="" type="checkbox"/>
12	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix C) • <i>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</i>	<input checked="" type="checkbox"/>
	<b>Optional:</b>	
13	Governing Board Resolution (Attachment H) <i>Note: The Governing Board Resolution or other documentation of signing authority is due prior to Grant Award Agreement, <u>not</u> at time of proposal submission.</i>	<input type="checkbox"/>

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

X


*Applicant Authorized Signature (see Applicant Information Form, item N, next page)*

**\* Attachments other than those listed above will be removed from the proposal and not considered during the proposal evaluation process**



## Section I. Applicant Information Form

A. PUBLIC AGENCY APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF PUBLIC AGENCY Los Angeles City Attorney's Office		TAX IDENTIFICATION #: 95600735	
STREET ADDRESS 200 N. Main Street, Suite 800	CITY Los Angeles	STATE CA	ZIP CODE 90012
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>IF A JOINT PROPOSAL, LIST OTHER (NON-LEAD) PUBLIC AGENCIES:</b>			
<b>C. PROJECT TITLE</b>			
LA DOOR (Diversion Outreach & Opportunities for Recovery)			
<b>D. REQUIRED SERVICES (Check all that apply)</b>		<b>E. ADDITIONAL SERVICES (Check all that apply)</b>	
<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	
<b>F. PROJECT SUMMARY (Provide a clear and concise summary of the proposed project)</b>			
<p>The Los Angeles City Attorney's Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and South Los Angeles most in need of robust Proposition 47 services. LA DOOR will provide the following services to a minimum of 850 participants during the grant cycle: 1) reduce recidivism rates through diversion and preventative services, 2) increase participants' use of social services through Mobile Team, Wrap Team, and other linkages, and 3) proactively remove participants' legal barriers through collaborative City Attorney and Public Defender partnership. With LA DOOR, the City Attorney's Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.</p>			
<b>G. GRANT FUNDS REQUESTED</b>	<b>H. Amount of Funds Sub-Contracted to Community-based Organizations</b>		<b>I. Total Amount of Other Funds to be Leveraged</b>
\$6,000,000	\$4,349,098      72 percent		\$ 2,226,524
<b>J. PROJECT DIRECTOR</b>			
NAME Jose Egurbide	TITLE Chief, Criminal Branch		TELEPHONE NUMBER (Direct Line) (213) 978-4090
STREET ADDRESS 200 N. Main Street, 9 <sup>th</sup> Floor	FAX NUMBER 213-473-5874		
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS <a href="mailto:jose.egurbide@lacity.org">jose.egurbide@lacity.org</a>
<b>K. FINANCIAL OFFICER</b>			
NAME Michiko Reyes	TITLE Director of Finance & Operations		TELEPHONE NUMBER (Direct Line) 213-978-7020
STREET ADDRESS 200 N. Main Street, Suite 800	FAX NUMBER 213-978-8310		
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS <a href="mailto:Michiko.reyes@lacity.org">Michiko.reyes@lacity.org</a>
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>L. DAY-TO-DAY PROGRAMMATIC CONTACT</b>			
NAME	TITLE		TELEPHONE NUMBER (Direct Line)

Mark Yim	Deputy City Attorney	213-978-1935
STREET ADDRESS 200 N Main Street, 9 <sup>th</sup> Floor		FAX NUMBER 213-473-5874
CITY Los Angeles	STATE CA	ZIP CODE 90012
EMAIL ADDRESS <a href="mailto:Mark.yim@lacity.org">Mark.yim@lacity.org</a>		
<b>M. DAY-TO-DAY FISCAL CONTACT</b>		
NAME Kyle Kirkpatrick	TITLE Administrative Coordinator II	TELEPHONE NUMBER (Direct Line) 213-978-3928
STREET ADDRESS 200 N Main Street, 9 <sup>th</sup> Floor		FAX NUMBER 213-473-5874
CITY Los Angeles	STATE CA	ZIP CODE 90012
EMAIL ADDRESS <a href="mailto:Kyle.kirkpatrick@lacity.org">Kyle.kirkpatrick@lacity.org</a>		
<b>N. AUTHORIZED SIGNATURE</b>		
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 Michael N. Feuer	TITLE Los Angeles City Attorney	TELEPHONE NUMBER (Direct Line) 213-978-8100
STREET ADDRESS 200 N. Main Street, Suite 800		FAX NUMBER 213-978-8310
CITY Los Angeles	STATE CA	ZIP CODE 90012
EMAIL ADDRESS <a href="mailto:Mike.feuer@lacity.org">Mike.feuer@lacity.org</a>		
APPLICANT'S SIGNATURE (Blue Ink Only) 		DATE 9/28/22
X		

**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.)

## **LA DOOR Proposition 47 Project Narrative**

The Los Angeles City Attorney's Office (LACA) seeks to enhance its LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program through \$6 million in Cohort 3 funding. New resources will serve to maximize alternative criminal justice approaches for drug related crime by investing 72% of grant funds in preventative mental health and substance abuse treatment designed to reduce recidivism throughout the City of Los Angeles, with a specific focus on South and Central Los Angeles. LA DOOR will serve a minimum of 850 high needs participants based on current levels of drug activity, mental illness, and homelessness through a blended strategy that entails: 1) diversion of misdemeanor cases; 2) peer-led mobile social services; and 3) proactive removal of legal barriers.

### **A. Project Need (Percent of Total Value: 25%)**

#### **1.1 Need to be Addressed**

Cohort 3 funding will address racial, criminal justice, and social service inequities occurring in South and Central LA. These areas suffer from high levels of poverty, untreated mental illness, and substance abuse, legacies of the hollowing out of manufacturing jobs in the African-American community in South LA in the 1970s and 80s and the rise of the drug epidemic.

Within South LA 93% of residents are Latinx or African-American. The region's population is largely low-income and underserved by social services.<sup>1</sup> The major hospital in South LA reports that 25% of their hospitalizations are substance abuse patients, 12% are mental health patients, and 12% are homeless patients.<sup>2</sup> Central LA, which includes Skid Row, has the highest concentration of homelessness, addiction,



and overdose deaths in the County.<sup>3</sup> The Central LA population is 62% Latinx or African-American; 34% are food insecure (less than 300% of federal poverty level). A recent assessment by a major hospital servicing the area found homelessness, mental health, and substance abuse among the top health needs for the service area.<sup>4</sup> A disproportionately high percentage of mental health crisis calls arise from Central LA.<sup>5</sup>

Per Los Angeles Police Department (LAPD) data, from 2016-2021 arrestees for drug possession in South and Central LA totaled 43% African-American and 40% Latinx. South and Central LA have the highest concentration -- *a staggering 47%* -- of people experiencing homelessness (PEH) on any given night in Los Angeles County.<sup>6</sup> As compared to the rest of the County, these areas both have deeply entrenched, high levels of untreated mental illness and substance abuse.

As the sole misdemeanor prosecutorial agency for the City of Los Angeles, each year LACA reviews over 55,000 referrals for criminal case filings, of which a substantial population suffers from addiction or homelessness. While it is well established that traditional prosecutions of drug possession cases (i.e. incarceration) typically yield poor outcomes, a high percentage of those drug-addicted or mentally ill individuals offered diversion fail to return to court and/or do not engage meaningfully in court-based treatment alternatives.

To address these entrenched South and Central LA issues, LACA established LA DOOR in 2017 through Prop. 47 funds. LA DOOR is an evidence-based, health-focused preventative approach to addiction that proactively engages individuals at elevated risk of returning to court on a new misdemeanor offense related to substance use, mental illness, or homelessness. LA DOOR delivers peer-led multidisciplinary social services to

five “hotspots” in South and Central LA -- one for each day of the week -- to engage participants in substance use treatment, mental health support, physical healthcare, and case management. While recidivism rates and case outcomes have begun to improve through LA DOOR’s work, a tremendous need still persists.

## **1.2 Target Population**

During Cohort 3 LA DOOR’s Target Population will remain individuals charged with or convicted of an offense who have a history of mental health issues or substance use disorders (SUD). LA DOOR will: 1) deliver treatment services to five hotspots in South and Central LA; and 2) expand its eligibility for LA DOOR participants to include non-violent misdemeanors and referrals from LA County and City diversion programs. This approach will connect a broader pool of eligible participants to treatment in lieu of incarceration, with the goal of breaking entrenched cycles of poverty and addiction. LA DOOR services will be accessible to all adult members of the Target Population, regardless of race, ethnicity, gender, sexual orientation, or religion.

LA DOOR will serve a minimum of 850 individuals during the project period. The Target Population will correspond to the need to address the high levels of untreated substance abuse and mental illness in South and Central LA. During Cohort 1, which focused on South LA, 93% of LA DOOR participants were African-American or Latinx and lived below the federal poverty line. Cohort 2 expanded into Central LA, in which 79% of participants were African-American or Latinx and lived below the poverty line. LA DOOR expects to serve a similar population during Cohort 3, who have historically suffered the effects of untreated substance abuse and mental illness intrinsically linked to poverty and disproportionately higher rates of arrest and incarceration.

### **1.3 Steps Taken to Address the Needs of Underserved Populations**

During Cohort 3, LA DOOR will continue to build upon its programmatic successes and respond to the service gaps identified during Cohort 1 stakeholder planning efforts by Community Coalition (CoCo). CoCo is a nationally recognized, grassroots non-profit organization that transforms neighborhoods through community-generated solutions. From 2015 through 2016, CoCo conducted an intensive community assessment to identify the specific needs of SUD treatment consumers, justice-involved individuals, and service providers to assess factors that contribute to treatment dropout. CoCo identified six service gaps, which LA DOOR currently addresses: 1) untreated mental illness; 2) insufficient outreach and engagement resources; 3) poor access to medical care; 4) lack of peer support and poor client-provider match; 5) lack of diversion opportunities, and 6) service provider capacity building.<sup>7</sup> LA DOOR's field-based approach ensures that preventative services are physically brought to individuals least likely to enter services on their own.

During Cohort 3, LA DOOR will maintain five hotspots in South and Central LA, one for each day of the week. Using data and community engagement, these hotspots are selected to target those populations experiencing disproportionately high levels of homelessness, substance abuse, and mental illness. For instance, LA DOOR selected MacArthur Park as a hotspot in response to a local study identifying homelessness, substance use, and safety issues as prevalent concerns.<sup>8</sup> LA DOOR's engagement within hotspots is responsive and dynamic, adapting to populations in homeless encampments that move or are cleared out frequently.

LA DOOR will also expand its diversion pathways during Cohort 3, including accepting referrals from LA County's Alternatives to Incarceration's (ATI) Pre-Filing Diversion and Rapid Diversion programs. By creating more pathways for participants who are arrested for drug possession or non-violent misdemeanors to receive treatment instead of jail time, LA DOOR will address the needs of the Target Population.

#### **1.4 Alignment of Needs and Target Population with Proposition 47**

LA DOOR's Target Population's needs align closely with the intent of Prop. 47 to maximize alternatives for non-violent crime and invest the savings into mental health and drug treatment. As explained above, the population of South and Central LA has disproportionately high levels of substance use, mental illness, homelessness, and criminal involvement. For decades, these communities have suffered from overincarceration for non-violent offenses, including drug possession and homelessness. The intent of Prop. 47 is to prevent such non-violent offenders from crowding jails and prisons by delivering needed treatment services in community settings, including housing. LA DOOR will be passing through 72% of funding to help the Target Population transform their lives for the better.

### **B. Community Engagement (Percent of Total Value: 15%)**

#### **2.1 Advisory Committee**

During Cohort 3 LA DOOR will merge with two other Prop. 47-funded programs in Los Angeles (the LA City Mayor's Office of Reentry (MORE) and the LA County Office of Diversion and Reentry (ODR)), to form the new Joint Local Advisory Committee (JLAC). This enhanced partnership will strengthen further collaboration

between Prop 47 funded programs, eliminate redundancies, and leverage the respective relationships among local agencies and service providers.

The JLAC represents a culturally, ethnically, and geographically diverse group of stakeholders, including members from the Latinx and African-American communities, and members with lived experience. The JLAC also includes representatives from City and County agencies with expertise in recidivism, substance abuse, mental health, and homelessness, such as the Departments of Health Services, Public Health, and Probation. All members are experienced with program implementation and will ensure the grant funding reduces recidivism by using effective, evidence-based strategies.

## **2.2 Engagement Process & Soliciting Membership**

The JLAC consists of members selected from LACA, MORE, and ODR's previous Prop. 47 advisory committees. LACA formed its LA DOOR Advisory Committee in 2016 based on significant community stakeholder input from a local needs assessment and multiple focus groups conducted by CoCo. Additional members were solicited from other agencies, including LAPD, LA County Public Health, Mental Health, and Housing Services, and local service providers involved in workforce development, mobile treatment, and harm reduction services. Similarly, ODR and MORE formed their joint local advisory committee in 2016 after soliciting public feedback from multiple public convenings to assess community needs and a forum attended by 50 jail inmates who gave feedback about barriers to reentry. This advisory committee was designed to include affected County and City departments, as well as a culturally, ethnically, and geographically diverse group reflective of the makeup of LA County.

## 2.3 Process of Selection of Community Members

The JLAC will be committed to continuing collaboration and decision-making by all members. Committee decisions will be made by a modified consensus process, which means the group will make decisions that are acceptable to all participants, even if not ideal to one or more. JLAC meeting notices will be circulated online and posted in public places to allow the opportunity for community and stakeholder input.

### C. Project Description (Percent of Total Value: 30%)

During Cohort 3, LA DOOR will maintain its mobile service delivery teams and create new diversion pathways for non-violent offenders to receive treatment instead of jail time. By allocating 72% of the project funding to community-based organizations, LA DOOR will provide a critically needed criminal justice intervention prioritizing substance use and mental health treatment in diverting criminal cases from traditional prosecution. LA DOOR will proactively engage participants in communities disproportionately impacted by policies that overcriminalize addiction and mental illness by delivering peer-led case management and mental health and SUD treatment.

## 3.1 Program Goals, Objectives, and Impacts

During Cohort 3, LA DOOR will focus on the following three goals:

- *Goal 1: Reduce recidivism rates through diversion and preventative services.*
- *Goal 2: Increase participants' use of social services through Mobile Team, Wrap Team, and other linkages.*
- *Goal 3: Proactively remove participants' legal barriers.*

As detailed in the Work Plan (Attachment I), LA DOOR will meet program goals by providing: 1) expanded diversion options for non-violent misdemeanor arrests; 2)

peer-led mobile social services consistently delivered to five hotspots experiencing high numbers of homeless, substance dependent, and mentally ill persons; and 3) removal of legal barriers through LA DOOR's unique LACA/Public Defender partnership.

### **3.2 Services Types, Sources of Services & Method of Delivery**

**Diversion and Removal of Legal Barriers:** During Cohort 3, LA DOOR will expand diversion opportunities for non-violent offenders so that more participants can engage in LA DOOR treatment services in lieu of traditional prosecution. LA DOOR will leverage LACA's authority as the sole prosecutor of misdemeanors in Los Angeles to offer treatment services to defendants who might not otherwise seek treatment. LA DOOR will continue to operate its pre-booking diversion program, started in Cohort 1, which connects arrestees who are being booked on drug possession charges to LA DOOR. LA DOOR will also expand to accept referrals from other diversion programs, including ATI's Pre-Filing Diversion and Rapid Diversion programs. Additionally, LACA will evaluate if there are gaps in diverting the Target Population away from the criminal justice system and design additional diversion pathways at different intercept points to increase referrals to LA DOOR if necessary.

LA DOOR will continue its unique partnership with the Public Defender by funding a Public Defender clerical position to identify and remove legal barriers that bar clients from housing and other social services, including warrants and past convictions,. The Public Defender will leverage attorney time and office resources to review LA DOOR participant records and petition for relief when available. LACA will also continue to leverage its HEART program, which petitions the Los Angeles Superior Court for dismissal of outstanding citations, fines, and related warrants for homeless people. To

date LA DOOR has helped hundreds of clients remove legal barriers obstructing their progress and will continue in Cohort 3 to help restore them to society.

**First Point of Contact – Mobile Services:** LA DOOR will continue to partner with SSG Project 180 (P180), a leading provider of behavioral health treatment to justice-involved populations, as its main provider of mobile services. The Mobile Team will deliver culturally-competent services through a Field Supervisor, Mental Health Therapist, SUD Specialist, Emergency Medical Technician (EMT), and seven Peer Case Managers who have relevant lived experience in the criminal justice system or experience in recovery and currently live in the community.

Case plans will be developed for each participant based on a series of assessments and the participant's willingness to engage. Upon enrollment, a Risk-Needs-Responsivity assessment will be given to identify treatment services needed. Participants will then be assessed by the EMT, Therapist, and SUD Specialist to determine participants' appropriate levels of care for physical, mental health, or SUD issues. The EMT will provide basic mobile medical care including triage, wound care, health education, and linkage to medical care. The Therapist will assess for presence and acuity of mental illness, provide linkage to emergency psychiatric medications, and support placement into long-term mental health care. The SUD Specialist will use a harm reduction approach to meet participants "where they are at" and link participants to culturally-competent SUD supports that match their readiness for change.

**Wrap Team and Long Term Services:** Participants in need of a higher level of care will be transitioned to the LA DOOR Wrap Team. The Wrap Team, based out of P180's offices, will leverage existing contracts with the LA County Department of Mental



Health to provide intensive case management and consistent longer-term mental health, SUD, and co-occurring disorder treatment using evidence-based and trauma-informed treatment modalities. The Wrap Team includes a Psychiatrist, SUD Specialist, Therapist, and an additional Peer Navigator. The Wrap Team will provide on-site treatment groups, linkages to inpatient or outpatient SUD and mental health treatment, individual counseling, and medication support. The Peer Navigator will assist in service coordination, motivational interviewing, and housing and employment support.

**Housing Services:** LA DOOR will continue offering transitional beds operated by West Angeles Community Development Corporation (WACDC). WACDC, selected through a competitive RFP process during Cohort 1, is the outreach and neighborhood development arm of West Angeles Church, a historic hub of the African-American community in South LA. WACDC has provided housing, case management, and financial services to the Target Population in South LA for over 25 years. At the housing site, WACDC provides immediate access to safe and supportive housing for homeless LA DOOR participants. LA DOOR Housing clients will continue to be served by LA DOOR treatment and case management services.

LA DOOR will also place participants in other housing resources and enroll them in the Coordinated Entry System (CES), LA County's central access point for County homelessness resources. LA DOOR has placed dozens of participants in transitional and permanent housing through CES, including the City's A Bridge Home program.

### **3.3 Service Delivery Approach**

**Mobile Team:** During Cohort 3, LA DOOR will continue to operate its hotspot model in which the Mobile Team responds to the same hotspot on each day of the

week, ensuring the consistency needed to build rapport among a high need/high risk population. Due to past trauma and distrust of institutional supports, it often takes multiple contacts to convince potential homeless participants to accept LA DOOR support. The Mobile Team will continue to build trust by reflecting the community through ethnically diverse staff, including multiple native Spanish speakers, who possess trauma-informed care training. Using motivational interviewing, Mobile Team members will provide rapid response to participants in the field and build rapport by providing for immediate needs (food, water, and personal care items), obtaining vital documents (identification cards, birth certificates), and transporting participants to showers, appointments, hospitals, or other service providers.

### **3.4 Identifying the Target Population**

LA DOOR staff will continue to confirm in the field that a new enrollee has a SUD or mental health issue based on field observations or self-reporting. LA DOOR staff will then create a profile for the new participant in the LA DOOR database. LACA will next confirm if the individual has a verifiable criminal history and inform LA DOOR staff of the participant's eligibility. During the participant's intake appointment, a Risk-Needs-Responsivity assessment will be given to identify treatment services needed. A peer navigator will then develop a case plan and schedule appointments for specialized assessments from the SUD Specialist, therapist, and EMT.

### **3.5 Process Used to Determine Who Will Provide Services**

Following the risk needs assessment, LA DOOR peer navigators will work closely with participants to engage them in services that they are ready for and interested in. Many participants struggling with SUD or mental illness lack insight and motivation to

seek treatment. LA DOOR peer navigators will leverage their own lived experience of overcoming addiction, homelessness, and incarceration to motivate participants to engage in treatment and break the cycles of addiction and homelessness. To encourage participation in services, LA DOOR staff will continue to use evidence-based practices such as Motivational Interviewing and Cognitive Behavioral Therapy.

### **3.6 Plan to Minimize Start-Up Time**

Cohort 3 will carry forward the existing LA DOOR model and protocols using the same partners to minimize start-up time. No interruption in services is anticipated between Cohort 2 and Cohort 3.

### **3.7 Meeting the Spirit & Intent of Proposition 47 and Its Guiding Principles**

During Cohort 3 LA DOOR will continue to fulfill the spirit and intent of Proposition 47 to reduce recidivism by reducing incarceration and providing treatment alternatives for the Target Population. Through Prop. 47 resources, LA DOOR has a successful track record aiding the historically underserved populations in South and Central LA, which have been overrepresented in the criminal justice system. LACA provides diversion pathways for offenders to enroll in services in lieu of traditional prosecution and clears participants' criminal histories in partnership with the Public Defender to remove barriers to housing and employment. LA DOOR's guiding principles ensure that SUD, mental health, and physical treatment services are offered by culturally-competent providers. These include case management by peer navigators with lived experience who prioritize client-focused trauma-informed care. LA DOOR also provides housing, as well as placements in other transitional housing settings, to help sustain participants' progress.

### **3.8 Impact on Local Government Agencies**

During Cohort 3 LA DOOR will continue to maintain the support of impacted City and County agencies, such as the Departments of Public Health and Mental Health (see Attachment F). Rather than duplicating services or competing for clients, LA DOOR will remain an asset in reaching individuals who may not have otherwise been served and connecting them to available public resources. For Cohort 3, LA DOOR will service a minimum of 850 participants; partner agencies are aware of the anticipated increases in referrals that will impact them. This includes the number of participants using County-funded mental health and SUD services that will result from the expanded pool of eligible participants (i.e. non-violent offenders and the new referral pathways from ATI's Pre-Filing Diversion and Rapid Diversion programs).

### **3.9 Integrating the Prioritized Leveraged Funds or Partnerships**

During Cohort 3, LA DOOR will leverage \$2,226,524 in existing state and local funding and partnerships to provide wraparound services for participants. LA DOOR leverages Drug Medi-Cal funds by enrolling participants in outpatient and residential drug treatment. LA DOOR also leverages County mental health resources to fund treatment of Wrap Team participants. LA DOOR will continue leveraging other state and local resources in placing participants in transitional housing, enrolling participants in outpatient mental health care, and accessing medical care for participants.

## **D. Data Collection and Evaluation (Percent of Total Value: 15%)**

### **4.1 Plan for Project Evaluation & Monitoring Activities**

LACA will continue to partner with RAND Corporation (RAND) in evaluating LA DOOR Cohort 3. RAND was selected through a competitive RFP process during Cohort

1 and has evaluated LA DOOR through Cohort 2 during its start-up, implementation, and programmatic phases. RAND's experienced researchers have evaluated criminal justice and community-based provider programs that are relevant to LA DOOR. At the inception of Cohort 3, RAND will work with LACA to develop a logic model and local evaluation plan, and ensure that a system is in place to monitor program activities. During the service delivery period, RAND will meet regularly with LA DOOR to monitor reporting of program activities so that LA DOOR remains on track to meet its goals.

#### **4.2 Quantifiable Process & Outcome Measures**

RAND will conduct process and outcome evaluations specific to Cohort 3 to assess the operational status of LA DOOR program activities and determine whether program goals and objectives are achieved. As stated in the Work Plan, LA DOOR's three goals and objectives to be evaluated will entail: 1) reducing recidivism through preventative services and diversion; 2) increasing use of social services; and 3) removing legal barriers. The process evaluation will examine the services provided, training provided to staff, and diversion participation. The outcome evaluation will examine performance metrics, including reduced recidivism, improved access to services, improved housing situations, reduced substance use, and reduced symptoms of mental illness. RAND will track short-term outcomes (6-12 months after program participation), intermediate outcomes (1-2 years), and project-end outcomes. RAND will leverage multiple quantitative and qualitative data sources including administrative and programmatic data sources from LA DOOR, LACA diversion data and recidivism data for all participants, Program Partner interviews, and participant focus groups.

Program activities will be tracked in a case management and services database on the ServiceNow platform built specifically for LA DOOR since the start of Cohort 2. The LA DOOR database is highly customizable and regularly updated by City personnel based on program changes and gaps identified by RAND or program partners. LA DOOR program staff regularly enter services and case notes into the database to help ensure data reporting integrity. Assessments are also entered into the database, so that participants' progress in treatment can be compared with a baseline.

#### **4.3 Preliminary Research Plan**

Baseline data will be collected for LA DOOR participants through Risk-Needs-Responsivity assessments given at enrollment. Since this data is already collected for Cohort 2 participants, LA DOOR is ready to collect this baseline data when Cohort 3 begins. Participants who complete two months of services with LA DOOR will be given the same assessment so that outcomes can be compared with baseline data. RAND will use this comparison data, along with other outcome data such as recidivism rates and qualitative data, to measure how participants have benefited from LA DOOR. Qualitative data will be collected through surveys, focus groups, and interviews with participants and staff.

Participant service data will be stored on the LA DOOR database. LA DOOR partners have previously signed data sharing and will amend these agreements to incorporate Cohort 3. LACA also has existing agreements with the Department of Justice to access criminal history databases and will check on participants' recidivism. All participant data is anonymized before sharing with RAND for analysis.

## **BIBLIOGRAPHY**

<sup>1</sup> “Community Health Needs Assessment,” MLK Community Hospital, June 2020.

<sup>2</sup> *Id.*

<sup>3</sup> “California Opioid Overdose Surveillance Dashboard,” California Department of Public Health.

<sup>4</sup> “Community Health Needs Assessment, 2019,” Good Samaritan Hospital.

<sup>5</sup> Summary statistics from Los Angeles Police Department, Mental Evaluation Unit, from email communication of February 19, 2019. Mental health crisis calls from Central, Rampart, and Newton Divisions, where LA DOOR operates, were over 20% of all such calls throughout LAPD’s 21 divisions.

<sup>6</sup> *Id.*

<sup>7</sup> *Survey of Substance Abuse Treatment Providers & Clients*, Community Coalition of South Los Angeles (July 2016).

<sup>8</sup> Uchida, C. *et al.*, *Systemic Social Observation Study MacArthur Park*, Justice and Security Strategies, Inc. & Youth Policy Institute, Summer 2018.



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

**Lead Public Agency:** Los Angeles City Attorney's Office

<b>Individual Name</b>	<b>Job Title</b>	<b>Agency/Organization</b>
Vanessa Martin	Director of Reentry	Los Angeles County Office of Diversion and Reentry
Zita Davis	Executive Officer	Los Angeles City Mayor's Office of Economic Opportunity
Mike Feuer	City Attorney	Los Angeles City Attorney's Office
George Gascón	Los Angeles County District Attorney	Los Angeles County District Attorney's Office
Troy Vaughn	Executive Director	Los Angeles Regional Reentry Partnership (LARRP)
Reba Stevens	Previously System Involved	Community Member
Dr. Adolfo Gonzales	Chief Probation Officer	Los Angeles County Department of Probation
Kelly LoBianco	Executive Director	Los Angeles County Department of Economic Opportunity
Dr. Gary Tsai	Director	Los Angeles County Department of Public Health, Substance Abuse Prevention and Control
Chidinma Ume	Interim Director of Policy	Center for Court Innovation
Reverend Zach Hoover	Executive Director	LA Voice
Karen Bernstein	Director of Care Transitions	Los Angeles County Department of Health Services, Correctional Health Services
Andrea L Welsing	Director of the Office of Violence Prevention	Los Angeles County Department of Public Health
Thomas Moore	Assistant Public Defender	Los Angeles County Public Defender's Office
Traute Winters	Executive Director	National Alliance on Mental Illness (NAMI), Greater Los Angeles County
Joyce Burrell Garcia	Project Manager	Los Angeles County Metropolitan Transportation Authority
Freddie Gomez	Director of Client Engagement Navigation Services	Homeless Healthcare Los Angeles
Reena Hajat Carrol	Executive Director	California Conference for Equality and Justice



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

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

May 2, 2022

This is a letter of agreement between **the Los Angeles Office of Diversion and Reentry, Los Angeles Mayor's Office of Economic Opportunity, the Los Angeles City Attorney's Office**, and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the joint local **Proposition 47 Joint Local Advisory Committee (JLAC)** led by **the Los Angeles Office of Diversion and Reentry, Los Angeles Mayor's Office of Economic Opportunity, and the Los Angeles City Attorney's Office** 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.

JLAC members are expected to review summary reports sent out ahead of public convenings and to attend 3-4 publicly convened meetings a year to provide feedback and advise on program implementation. JLAC members may also be asked to provide ad-hoc feedback on program implementation outside of public meetings and to support increasing awareness of and referral into Prop 47 funded programs as appropriate.

Signed in mutual agreement,

### LEAD PUBLIC AGENCY SIGNATURE

X Vanessa Martin

Signature

**Vanessa Martin, Director of Reentry**

**Los Angeles Office of Diversion and Reentry, Reentry Division**

**222 S. Hill Street, Los Angeles, CA 90012**


X Zita S. Davis

Signature

**Zita Davis, Executive Officer**

**Los Angeles Mayor's Office of Economic Opportunity**


**200 N. Spring Street, Los Angeles, CA 90012**

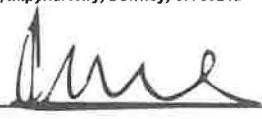
X   
Signature

**Mike Feuer, Los Angeles City Attorney**  
**Los Angeles City Attorney's Office**  
**200 N. Main Street, Suite 800, Los Angeles, CA 90012**

## PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X   
Signature  
**Troy Vaughn, Executive Director and Co-Founder Los Angeles Regional Reentry Partnership**  
**724 n La Brea Blvd, Inglewood, CA 90302**

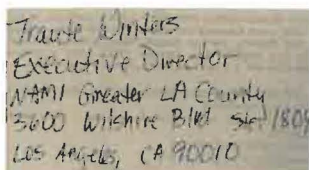
X   
Signature  
**Adolfo Gonzales, Chief Probation Officer**  
**Los Angeles County Department of Probation**  
**9150 E, Imperial Hwy, Downey, CA 90242**

X   
Signature  
**Chidinma Ume, Interim Director of Policy**  
**Center for Court Innovation**  
**520 8th Ave., 18th Floor, New York, NY 10018**

  
**Zachary Hoover, Executive Director LA Voice**  
**3660 Wilshire Blvd #502, Los Angeles, CA 90010**

X   
**Los Angeles County Office of Violence Prevention**  
**Andrea Welsing, Director, Alhambra CA 91803**

  
**Joyce Burrell Garcia, Project Manager**  
**LA County Metropolitan Transportation Authority**  
**1 Gateway Plaza, Los Angeles, CA 90012**


  
**Traute Winters**  
**Executive Director**  
**NAMI Greater LA County**  
**3600 Wilshire Blvd Ste 1809**  
**Los Angeles, CA 90010**

### PROPOSITION 47 EO

X   
Signature  
**George Gascón**  
**District Attorney**  
**Los Angeles County District Attorney's Office**  
**211 West Temple Street, Suite 1200**  
**Los Angeles, CA 9001**


  
**Thomas Moore**  
**Thomas Moore, Assistant Public Defender Public Defender's Office**  
**320 West Temple Street, Suite 590**  
**Los Angeles, CA 90012**

X   
Signature  
**Freddie Gomez, Director of Client Engagement Navigation Services**  
**Homeless Healthcare Los Angeles**  
**2330 Beverly Blvd., Los Angeles, CA 90057**

X   
Signature  
**Karen Bernstein, Director, Care Transitions**  
**LA County DHS Correctional Health Services**  
**450 Bauchet Street, Los Angeles, CA 90012**

X   
Signature  
**Reba Stevens, Previous Justice Involved**  
**Community Member**  
**1701 West 71 Street, Los Angeles, CA 90047**

X   
Signature  
**Kelly LoBlanco, Executive Director**  
**LA County Department of Economic Opportunity**  
**510 South Vermont Ave**  
**Los Angeles, CA 90020**

  
Signature  
**Gary Tsai, M.D., Director**  
**Substance Abuse Prevention and Control**  
**County of Los Angeles, Department of Public Health**  
**1000 S. Fremont Ave., Bldg. A-9 East, 3rd Floor - #34**  
**Alhambra, CA 91803**

X   
Signature  
**Reena Hajat Carroll, Executive Director**  
**California Conference for Equality and Justice**  
**3605 Long Beach Blvd., Suite 100**  
**Long Beach, CA 90807**



## **Law Offices of the Los Angeles County Alternate Public Defender**

18-709 Clara Shortridge Foltz Criminal Justice Center  
210 W. Temple Street, Los Angeles, CA 90012  
Telephone No. (213) 974-6626  
Fax No. (213) 626-3171

**Erika Anzoategui**  
**Alternate Public Defender**

April 1, 2022

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

Re: Impact Letter between the County of Los Angeles Alternate Public  
Defender and the Office of the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion for some non-violent misdemeanor arrests, offering treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee Members and Program Partners since 2017, the Alternate Public Defender's Office is informed as to how LA DOOR impacts its operations. The Alternate Public Defender's Office will continue to work closely with the City Attorney's Office to establish protocols for assisting program participants with accessing legal support in matters where the Alternate Public Defender's Office provides counsel.



During the new grant period, LA DOOR will expand its diversion of criminal cases to different intercept points, such as at arrest and during filing consideration. We support LA DOOR's efforts to offer more alternatives to prosecution by connecting people to treatment services. The Alternate Public Defender recognizes the potential impacts identified above and looks forward to continuing to work together with the Los Angeles City Attorney's Office to support the LA DOOR program and its participants.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erika Anzoategui', written over a horizontal line.

Erika Anzoategui, Alternate Public Defender  
Los Angeles County Alternate Public Defender's Office  
210 W. Temple Street, Suite 18-709  
Los Angeles, CA 90012

A handwritten signature in blue ink, appearing to read 'Michael N. Feuer', written over a horizontal line.

Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8th Floor  
Los Angeles, CA 90012



**GEORGE GASCÓN**  
**LOS ANGELES COUNTY DISTRICT ATTORNEY**

---

HALL OF JUSTICE  
211 WEST TEMPLE STREET, SUITE 1200 LOS ANGELES, CA 90012-3205 (213) 974-3500

April 20, 2022

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

Re: Impact Letter between the Law Office of the Los Angeles County District Attorney's Office and the Office of the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning that individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that a cornerstone of the LA DOOR model is providing a holistic approach to services by linking appropriate health care, mental health care and Substance Use Disorder (SUD) treatment, during the new grant period it is anticipated that program participants may seek to address outstanding criminal justice barriers as they work toward achieving their social services goals. These barriers include warrants, obligations on existing cases, or petitions for expungement or charge reduction. The City Attorney's Office will link program participants to the Public Defender's Office who will work with program participants to return to court on outstanding criminal justice issues. As a direct result, the Los Angeles District Attorney's Office may experience an increase in individuals seeking to address these issues at different courthouses throughout the County.


To address these potential local impacts during the new grant period, the Los Angeles City Attorney's Office will be available to provide training on the LA DOOR program as needed to County personnel. In addition, the City Attorney's Office will work with LA

Board of State and Community Corrections  
Corrections Planning and Programs Division  
April 20, 2022  
Page two

DOOR case managers to ensure that any LA DOOR participants returning to court will present up to date progress report letters detailing their efforts in LA DOOR services. These progress reports are not intended to direct the outcome of any case within the jurisdiction of the District Attorney's Office and are intended only to advise courtroom prosecutors of participants' progress in LA DOOR services.

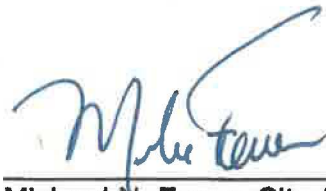
The District Attorney's Office recognizes the impacts described above and is supportive of the continued work of the LA DOOR program.

Sincerely,



---

GEORGE GASCON  
District Attorney  
Los Angeles County District Attorney's Office  
211 West Temple Street, Suite 1200  
Los Angeles, CA 90012



---

Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8th Floor  
Los Angeles, CA 90012





## DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

**JONATHAN E. SHERIN, M.D., Ph.D.**  
Director

**Gregory C. Polk, M.P.A.**  
Chief Deputy Director

**Curley L. Bonds, M.D.**  
Chief Medical Officer

**Lisa H. Wong, Psy.D.**  
Senior Deputy Director

April 18, 2022

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

Re: Impact Letter between the Los Angeles County Department of Mental Health and the Office of the Los Angeles City Attorney

To Whom It May Concern:

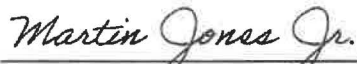
The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning that individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that a cornerstone of the LA DOOR model is providing mental health services according to medically appropriate Level of Care guidelines, it is anticipated that SSG Project 180 will make referrals to the Los Angeles County Department of Mental Health (DMH) for services under existing agreements between DMH and SSG Project 180. These referrals may come from new field-based participants or from participants referred through diversion programs in an effort to avoid a criminal case filling. It is not anticipated that these referrals will go beyond currently available funds.

To address these potential local impacts, the City Attorney's Office will assist and support its field-based social services team managed by the non-profit SSG Project 180 in tracking participants referred by LA DOOR to DMH services so that any undue impacts can be assessed and addressed.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues through traditional prosecution approaches. The Los Angeles County Department of Mental Health looks forward to continue working together with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,



---

Martin Jones Jr., LCSW  
Acting Program Manager IV, South County  
Los Angeles Department of Mental Health  
510 South Vermont Avenue, 21<sup>st</sup> Floor  
Los Angeles, CA 90020



---

Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**MEGAN McCLAIRE, M.S.P.H.**  
Chief Deputy Director

**DEBORAH ALLEN, Sc.D.**  
Deputy Director, Health Promotion Bureau

**GARY TSAI, M.D.**  
Division Director  
Substance Abuse Prevention and Control  
1000 South Fremont Avenue, Building A-9 East, 3rd Floor, Box 34  
Alhambra, California 91803  
TEL (626) 299-4101 • FAX (626) 458-7637

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

April 7, 2022

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

Re: Impact Letter between the Los Angeles County Department of Public Health – Substance Abuse Prevention and Control and the Office of the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning that individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that a cornerstone of the LA DOOR model is field-based case management and linkage to appropriate health care, mental health care, and substance use disorder (SUD) treatment, it is anticipated that LA DOOR will generate an increased number of referrals to the Los Angeles County Department of Public Health - Substance Abuse Prevention and Control's (DPH-SAPC) contracted SUD treatment providers, particularly those that take advantage of My Health LA and Drug Medi-Cal reimbursement options through the Affordable Care Act.



**BOARD OF SUPERVISORS**

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**Holly J. Mitchell**  
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**Janice Hahn**  
Fourth District  
**Kathryn Barger**  
Fifth District



Board of State and Community Corrections  
Corrections Planning and Programs Division  
April 7, 2022  
Page 2

To address these potential local impacts, the City Attorney's Office field-based social services team managed by the non-profit Special Project 180 in tracking participants referred by LA DOOR to DPH providers, so that any undue increase can be assessed and addressed.

LA DOOR represents a fresh and promising approach by addressing illness in a field based or community setting, rather than seeking to traditional prosecution approaches. Capitalizing upon intensive engagement and inter-agency coordination, the Los Angeles County Department of Public Health is continuing to work together with the Los Angeles City Attorney program.

Sincerely,



---

Gary Tsai, MD  
Director, Substance Abuse Prevention and Control  
County of Los Angeles, Department of Public Health  
1000 South Fremont Avenue, Building A-9 East, 3rd Floor, Box 34  
Alhambra, California 91803



---

Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 North Main Street, 8<sup>th</sup> Floor  
Los Angeles, California 90012



**RICARDO D. GARCÍA**  
Public Defender

**LOS ANGELES COUNTY PUBLIC DEFENDER**  
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19<sup>th</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 974-2811/Fax (213) 625-5031  
<http://pubdef.lacounty.gov>



**Justine M. Esack**  
Chief Deputy

**William Stone**  
Chief of Staff

April 15, 2022

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

Re: Impact Letter between the Los Angeles County Public Defender and  
the Office of the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning that individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee Members and Program Partners since 2017, the Public Defender's Office is informed as to how LA DOOR impacts its operations. During the new grant period, the Public Defender's Office is committed to continuing to work with the City Attorney's Office to establish protocols for assisting program participants with accessing legal support. This support includes filing motions and petitions for post-conviction relief, warrant issues or assistance with other legal barriers for which the Public Defender's Office provides counsel.

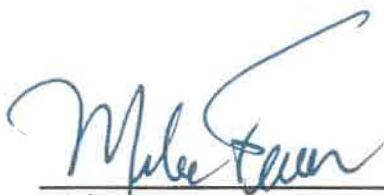
During the current grant period (Cohort 2), the Public Defender's Office and the City Attorney's Office partnered to establish a clerical position through Prop. 47 grant funds to facilitate the increased numbers of clients referred to the Public Defender from LA DOOR. The Public Defender's Office leveraged attorney support to review clients' criminal records to identify warrants, unresolved criminal cases or court obligations, participant eligibility for specialty courts, and past convictions eligible for expungement or charge reduction. The City Attorney's Office and the Public Defender's Office will continue to partner in providing legal support to as many LA DOOR clients as possible.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles County Public Defender's Office acknowledges the local impacts listed above and looks forward to continuing to work with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,



Ricardo D. Garcia, Public Defender  
Los Angeles County Public Defender  
210 West Temple Street, 19th Floor  
Los Angeles, CA 90012



Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012



# LOS ANGELES POLICE DEPARTMENT



**MICHEL R. MOORE**  
Chief of Police

**ERIC GARCETTI**  
Mayor

P.O. Box 30158  
Los Angeles, CA 90030  
Telephone: (213) 486-6055  
TTY: (877) 275-5273  
Ref #:11.3

April 19, 2022

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

Re: Impact Letter between the Los Angeles Police Department and the Los Angeles City Attorney

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program, administered by the Los Angeles City Attorney's Office, is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee members and Program Partners since 2017, the Los Angeles Police Department is informed as to how the LA DOOR program impacts its operations. During the new grant period the Los Angeles Police Department is committed to continuing to work with the City Attorney's Office on its diversion program in the Rampart Area. This will require a new series of officer trainings from leadership to patrol to successfully implement the expanded LA DOOR model. Furthermore, protocols for tracking diversion arrest paperwork will need to be developed. To this end, the Los Angeles Police Department is committed to working closely with the City Attorney's Office to coordinate officer training, develop new protocols, and track leveraged funds.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting using outreach and pre-booking diversion, rather than seeking to address these issues through traditional prosecution approaches. The Los Angeles Police Department acknowledges the local impacts listed above and looks forward to continuing to work with the Los Angeles City Attorney's Office on the LA DOOR program.

RECEIVED

APR 20 2022 *SLA*

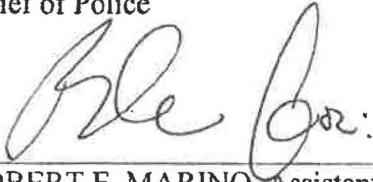
AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER  
[www.LAPDOnline.org](http://www.LAPDOnline.org)  
[www.joinLAPD.com](http://www.joinLAPD.com)

OFFICE OF OPERATIONS

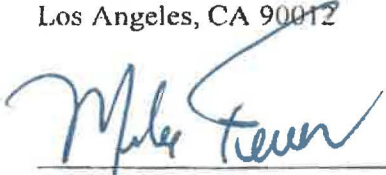
Sincerely,

MICHAEL R. MOORE

Chief of Police

A handwritten signature in black ink, appearing to read "Rob E. Marino".

ROBERT E. MARINO, Assistant Chief  
Director, Office of Operations  
Los Angeles Police Department  
101 West 1st Street  
Los Angeles, CA 90012

A handwritten signature in blue ink, appearing to read "Mike Feuer".

MICHAEL N. FEUER, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012

**BOARD OF FIRE  
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**CITY OF LOS ANGELES**  
CALIFORNIA



ERIC GARCETTI  
MAYOR

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KRISTIN M. CROWLEY  
FIRE CHIEF

200 NORTH MAIN STREET  
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LOS ANGELES, CA 90012

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FAX: (213) 978-3815

[HTTP://WWW.LAFD.ORG](http://www.lafd.org)

April 28, 2022

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

**Impact Letter between the City of Los Angeles Fire Department  
and the Office of the Los Angeles City Attorney**

To Whom It May Concern:

The LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers diversion on some non-violent misdemeanor arrests, meaning that individuals arrested on a qualifying offense are directed into treatment to avoid a revolving door criminal justice system approach.

Recognizing that the LA DOOR intervention model seeks to address participants' overall health, including the provision of basic medical care through a field-based licensed vocational nurse (LVN), it is anticipated that this expansion will yield some participants who may be in immediate need of acute or sub-acute medical care. As a result, LA DOOR staff may initiate 911 calls that would result in ambulance transport to a hospital by the Los Angeles Fire Department. These calls for service might not otherwise have been generated in the absence of contact by the LVN, and may slightly increase calls to 911.

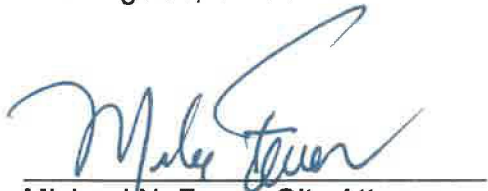
To address this potential local impact, the Los Angeles City Attorney's Office will work with SSG Project 180 and LAFD to track any substantial increase in 911 calls for service to evaluate what, if any, impacts arise under the LA DOOR model that can be addressed in a mutually agreeable manner.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles Fire Department recognizes the potential impacts described above and looks forward to working with the Los Angeles City Attorney's Office to resolve or address any significant impacts related to implementing the LA DOOR program.

Sincerely,



Kristin M. Crowley, Fire Chief  
Los Angeles City Fire Department  
200 N. Main Street, Room 1800  
Los Angeles, CA 90012



Michael N. Feuer, City Attorney  
Office of the Los Angeles City Attorney  
200 N. Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012



## Attachment I: LA DOOR PROP 47 Project Work Plan

<b>(1) Goal:</b>	Reduce recidivism rates across program participants through diversion and preventative services.		
Objectives (A., B., C...)	<ol style="list-style-type: none"> <li>1. Develop and/or enhance diversion referrals between LAPD and LACA.</li> <li>2. Enroll diversion participants into LA DOOR services.</li> <li>3. Reduce misdemeanor case filings in court.</li> <li>4. Evaluate whether LA DOOR Mobile Services contribute to reduced recidivism across all participants, whether diversion or those contacted through outreach in hotspots</li> </ol>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> <li>1. Train criminal justice personnel on eligibility and referrals to LA DOOR diversion program.</li> <li>2. SSG Project 180 will respond to diversion referrals, implementing Trauma-Informed Care approach and MI techniques.</li> <li>3. Provide treatment to address the gap between a participant's acceptance to engage in treatment and enrollment into longer term treatment and services.</li> <li>4. Track participant recidivism over time through LA DOOR data tools for all program participants.</li> </ol>	LACA, LAPD, SSG Project 180, WACDC, RAND, Advisory Committee	<i>Planning:</i> September 2022  <i>Launch:</i> January 2023	March 1, 2026
<b>(2) Goal:</b>	Increase participants' use of social services through Mobile Team, Wrap Team, and other linkages.		
Objectives (A., B., C...)	<ol style="list-style-type: none"> <li>A. Increase substance dependent participants' engagement in SUD services.</li> <li>B. Increase COD/mentally ill participants' engagement in mental health services.</li> <li>C. Increase participants' engagement in health care services.</li> <li>D. Increase participants' engagement in housing services.</li> <li>E. Increase participants' access to vital documents.</li> <li>F. Increase participants' engagement in training, education, and employment services.</li> <li>G. Enhance service delivery and build capacity through Advisory Committee recommendations and new provider relationships established by service partners</li> </ol>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> <li>1. Deliver Mobile Team services (case management, MH, SUD, healthcare) to five hotspot locations, one per weekday.</li> <li>2. Link participants to long-term evidence based treatment (housing, MH, SUD, healthcare, employment).</li> <li>3. Track participant progress over time through data tools.</li> <li>4. Enhance LA DOOR provider network capacity, assess gaps in care identified during implementation.</li> </ol>	LACA, SSG Project 180, WACDC, Advisory Committee, RAND	<i>Planning:</i> September 2022  <i>Launch:</i> January 2023	March 1, 2026
<b>(3) Goal:</b>	Proactively remove participants' legal barriers.		
Objectives (A., B., C...)	<ol style="list-style-type: none"> <li>1. Maximize removal of participants' unresolved citations and related fines and warrants.</li> <li>2. Maximize participants' linkages to Public Defender to remove legal barriers through engagement in legal support.</li> </ol>		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> <li>1. Refer all eligible participants to HEART to remove outstanding citations and fines.</li> <li>2. Refer all eligible participants to the Public Defender for record review and to address warrants, cases, expungement, and Prop 47 reduction.</li> <li>3. LA DOOR team supports participants' access of legal services.</li> <li>4. Track removed legal barriers over time.</li> </ol>	LACA, SSG Project 180, WACDC, RAND, Public Defender, Advisory Committee	<i>Planning:</i> September 2022  <i>Launch:</i> January 2023	March 1, 2026

## Attachment J: List of Partner Agencies/Organizations

**Lead Public Agency:** Los Angeles City Attorney's Office

### Other Public Agency Partners

	Name of Agency	2-3 Sentence Description of Services to be Provided
1	Los Angeles County Department of Public Health – Substance Abuse Prevention and Control	Facilitates the delivery of prevention and treatment services for substance abuse in LA County. Advisory Committee member will advise on further leveraging of DPH-SAPC resources and delivery of field-based SUD services.
2	Los Angeles County Department of Mental Health	Facilitates the delivery of mental health services in LA County to support recovery and resiliency. LA DOOR will leverage significant funds through existing Department of Mental Health contracts managed by SSG Project 180 to fund the LA DOOR Wrap Team.
3	Los Angeles Police Department	Will work with LACA and SSG Project 180 on developing new protocols and trainings for LA DOOR pre-booking diversion and social contact referrals. Will share information with LACA and SSG Project 180 to guide LA DOOR operations and promote safety as appropriate. LAPD is committed to ensuring pre-booking diversion efforts are a success.
4	Los Angeles County Public Defender's Office	Will work with Advisory Committee, LACA, SSG Project 180, and WACDC to develop protocol for linking LA DOOR participants with attorneys on existing cases, recalling outstanding warrants, and filing Proposition 47 reduction petitions.
5	Los Angeles County Metro	Will work with Advisory Committee, LACA, SSG Project 180, and WACDC to develop potential referral system into LA DOOR.

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

	Name of Organization	2-3 Sentence Description of Services to be Provided
1	SSG Project 180	Will hire and manage all members of the LA DOOR Mobile Team using grant funds. Will hire and manage all members of the LA DOOR Wrap Team using funds leveraged through the County Department of Mental Health. Will provide evidence-based and trauma informed care through peer-led social services, including case management, mental health, SUD, physical health care, housing, and employment support. Will track data in partnership with RAND and KH to ensure LA DOOR model can be appropriately evaluated. Will work with existing social service providers and community members to build capacity and expand LA DOOR provider network. Will respond to LAPD stations for pre-booking diversion.



<b>2</b>	<b>West Angeles Community Development (WACDC)</b>	Through their Community Services & Outreach Department, WACDC will oversee and manage LA DOOR housing services by supplying transitional housing beds at LA DOOR housing sites. Also, WACDC will provide a broad range of services including case management by staff trained in trauma-informed care and other harm-reduction and financial independence services. Will work with all Program Partners and Advisory Committee members to enhance and improve service delivery.
<b>3</b>	<b>RAND Corporation</b>	RAND Corporation in partnership with its subcontractors KH consulting will provide process and outcome evaluation for the LA DOOR model. RAND and KH are experienced research with a strong track record of working directly with evaluating social service and community justice projects. RAND/KH will assist with developing appropriate data tools to capture participant information, engagement in services, pre-booking diversion, removal of legal barriers, and recidivism in partnership with LACA, SSG Project 180, WACDC, and the Public Defender's Office.
<b>4</b>	<b>Center for Court Innovation (CCI)</b>	CCI creates innovative programs to test new ideas and problem solve to achieve system change, and also provides research and expert assistance for practitioners in the criminal justice field. With a seat on the Advisory Committee, CCI will advise on LA DOOR's intervention model and provide technical assistance on ways to implement and enhance program operations.
<b>5</b>	<b>Homeless Health Care Los Angeles (HHCLA)</b>	HHCLA delivers a harm reduction approach and addresses co-occurring disorders as they help connect individuals experiencing homelessness into permanent housing. As a sitting member of the advisory committee, HHCLA can provide assistance and support as it relates to homelessness, health care, housing, and harm reduction education.

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

### (Page 1 of 2)

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

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

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

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

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

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<sup>1</sup> Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).


**Lead Public Agency:** Los Angeles City Attorney's Office

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Special Services for Groups, Project 180	905 E. 1st Street, Los Angeles, CA 90021	<a href="mailto:EBell@project180la.com">EBell@project180la.com</a> 213-553-1800	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
West Angeles Community Development Corporation	3045 Crenshaw Blvd. Los Angeles, CA 90016	<a href="mailto:kdownard@westangelescdc.org">kdownard@westangelescdc.org</a> 323-733-8300	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
LA Global Care	3701 Stocker St., #408 Los Angeles, CA 90008	323-440-8270	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RAND Corporation	1776 Main Street, Santa Monica, CA 90407	<a href="mailto:labriola@rand.org">labriola@rand.org</a> 310-393-0411	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
KH Consulting	1901 Avenue of the Stars, Suite 200, Los Angeles CA 90067	<a href="mailto:gayla@khcg.com">gayla@khcg.com</a> 310-203-5417	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 listed above have been met.**

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Michael N. Feuer	Los Angeles City Attorney	213-978-8100	<a href="mailto:Mike.Feuer@lacity.org">Mike.Feuer@lacity.org</a>
STREET ADDRESS 200 N. Main Street, Suite 800	CITY Los Angeles	STATE CA	ZIP CODE 90012
APPLICANT'S SIGNATURE (Blue Ink Only) X 			DATE 4/25/22



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

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

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

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

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

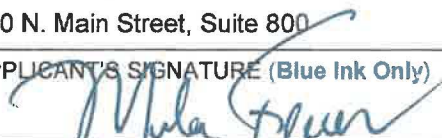
By checking the following boxes and signing below, applicant affirms that:

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

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

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

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

AUTHORIZED SIGNATURE (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
Michael N. Feuer	Los Angeles City Attorney	(213) 978-8100	Mike.Feuer@lacity.org
STREET ADDRESS	CITY	STATE	ZIP CODE
200 N. Main Street, Suite 800	Los Angeles	CA	90012
APPLICANT'S SIGNATURE (Blue Ink Only) X 			DATE 9/28/22

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 538-22**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227**

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**City of Los Angeles, City Attorney's Office**

2. The term of this Agreement is:

START DATE

**SEPTEMBER 1, 2022**

THROUGH END DATE

**JUNE 1, 2026**

3. The maximum amount of this Agreement is:

**\$6,000,000.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 47 Request for Proposals	*
Attachment 2	Proposition 47 Grant Proposal	44
Appendix A	Proposition 47 Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

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

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

**CONTRACTOR**

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

**CITY OF LOS ANGELES, CITY ATTORNEY'S OFFICE**

CONTRACTOR BUSINESS ADDRESS

200 N. Main Street, Suite 800

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Michael N. Feuer

TITLE

Los Angeles City Attorney

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

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

## **EXHIBIT A: 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 the City of Los Angeles, City Attorney's Office (hereafter referred to as the Grantee or Contractor).

### **2. PROJECT SUMMARY AND ADMINISTRATION**

- A. The Los Angeles City Attorney's Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and South Los Angeles most in need of robust Proposition 47 services. LA DOOR will provide the following services to a minimum of 850 participants during the grant cycle: 1) reduce recidivism rates through diversion and preventative services, 2) increase participants' use of social services through Mobile Team, Wrap Team, and other linkages, and 3) proactively remove participants' legal barriers through collaborative City Attorney and Public Defender partnership. With LA DOOR, the City Attorney's Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Proposal, which are attached and hereto and made part of this agreement.

### **3. PROJECT OFFICIALS**

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

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

Name: Michael N. Feuer  
Title: Los Angeles City Attorney  
Address: 200 N. Main Street, Suite 800, Los Angeles, CA 90012  
Phone: (213) 978-8100  
Email: [mike.feuer@lacity.org](mailto:mike.feuer@lacity.org)

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

Name: Michiko Reyes  
Title: Director of Finance & Operations  
Address: 200 N. Main Street, Suite 800, Los Angeles, CA 90012  
Phone: (213) 978-7020  
Email: [michiko.reyes@lacity.org](mailto:michiko.reyes@lacity.org)

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

Name: Jose Egurbide  
Title: Chief, Criminal Branch  
Address: 200 N. Main Street, 9<sup>th</sup> Floor, Los Angeles, CA 90012  
Phone: (213) 978-4090  
Email: [jose.egurbide@lacity.org](mailto:jose.egurbide@lacity.org)



## EXHIBIT A: SCOPE OF WORK

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

### 4. DATA COLLECTION

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

### 5. REPORTING REQUIREMENTS

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

#### Quarterly Progress Report Periods

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

#### Due no later than:

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

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

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- January 15, 2023
- June 1, 2026

#### C. Other

Financial Audit

#### Due no later than:

June 1, 2026

### 6. PROJECT RECORDS

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

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

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

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

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Executive Steering Committee (See Appendix A) from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Proposition 47 ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### **8. FINANCIAL AUDIT**

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

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

### **1. INVOICING AND PAYMENTS**

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

#### **Monthly Invoicing Periods:**

1. September 1, 2022 to September 30, 2022
2. October 1, 2022 to October 31, 2022
3. November 1, 2022 to November 30, 2022
4. December 1, 2022 to December 31, 2022
5. January 1, 2023 to January 31, 2023
6. February 1, 2023 to February 28, 2023
7. March 1, 2023 to March 31, 2023
8. April 1, 2023 to April 30, 2023
9. May 1, 2023 to May 31, 2023
10. June 1, 2023 to June 30, 2023
11. July 1, 2023 to July 31, 2023
12. August 1, 2023 to August 31, 2023
13. September 1, 2023 to September 30, 2023
14. October 1, 2023 to October 31, 2023
15. November 1, 2023 to November 30, 2023
16. December 1, 2023 to December 31, 2023
17. January 1, 2024 to January 31, 2024
18. February 1, 2024 to February 29, 2024
19. March 1, 2024 to March 31, 2024
20. April 1, 2024 to April 30, 2024
21. May 1, 2024 to May 31, 2024
22. June 1, 2024 to June 30, 2024
23. July 1, 2024 to July 31, 2024
24. August 1, 2024 to August 31, 2024
25. September 1, 2024 to September 30, 2024
26. October 1, 2024 to October 31, 2024
27. November 1, 2024 to November 30, 2024
28. December 1, 2024 to December 31, 2024
29. January 1, 2025 to January 31, 2025
30. February 1, 2025 to February 28, 2025
31. March 1, 2025 to March 31, 2025
32. April 1, 2025 to April 30, 2025
33. May 1, 2025 to May 31, 2025
34. June 1, 2025 to June 30, 2025
35. July 1, 2025 to July 31, 2025
36. August 1, 2025 to August 31, 2025
37. September 1, 2025 to September 30, 2025
38. October 1, 2025 to October 31, 2025
39. November 1, 2025 to November 30, 2025
40. December 1, 2025 to December 31, 2025
41. January 1, 2026 to January 31, 2026
42. February 1, 2026 to March 1, 2026

#### **Final Invoicing Periods:**

43. March 2, 2026 to March 31, 2026\*

#### **Due no later than:**

November 15, 2022  
December 15, 2022  
January 15, 2023  
February 15, 2023  
March 15, 2023  
April 15, 2023  
May 15, 2023  
June 15, 2023  
July 15, 2023  
August 15, 2023  
September 15, 2023  
October 15, 2023  
November 15, 2023  
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August 15, 2025  
September 15, 2025  
October 15, 2025  
November 15, 2025  
December 15, 2025  
January 15, 2026  
February 15, 2026  
March 15, 2026  
April 15, 2026

#### **Due no later than:**

May 15, 2026

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

44. April 1, 2026 to April 30, 2026\*

June 15, 2026

45. May 1, 2026 to June 1, 2026\*

July 15, 2026

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

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

### **2. GRANT AMOUNT AND LIMITATION**

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

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31<sup>st</sup> of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.
- B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement

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

with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

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

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

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

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

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.



## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

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

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

### 8. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS	LEVERAGED FUNDS	TOTAL
1. Salaries and Benefits	\$ 853,235	\$ 0	\$ 853,235
2. Services and Supplies	\$ 0	\$ 0	\$ 0
3. Professional Services or Public Agency Subcontracts	\$ 255,165	\$ 1,476,524	\$ 1,731,689
4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)	\$ 4,349,098	\$ 750,000	\$ 5,099,098
5. Data Collection and Evaluation (minimum 5% of requested grant funds or \$25,000, whichever is greater)	\$ 399,899	\$ 0	\$ 399,899
6. Equipment / Fixed Assets	\$ 0	\$ 0	\$ 0
7. Financial Audit (must not exceed \$25,000)	\$ 25,000	\$ 0	\$ 25,000
8. Other (Travel, Training, etc.)	\$ 16,936	\$ 0	\$ 16,936
9. Indirect Costs (may not exceed 10% of grant award)	\$ 100,667	\$ 0	\$ 100,667
<b>TOTAL</b>	<b>\$6,000,000</b>	<b>\$2,226,524</b>	<b>\$8,226,524</b>

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

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

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

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

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

### **1) Books and Records**

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

### **2) Access to Books and Records**

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

## **4. PROJECT ACCESS**

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

## **5. ACCOUNTING AND AUDIT REQUIREMENTS**

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

## **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

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

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

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

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

program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

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

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

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Request for Proposal and Attachment 2: Proposition 47 Grant Proposal.

### **8. TERMINATION**

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

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

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written

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

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

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

### **10. UNION ACTIVITIES**

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

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

### **11. WAIVER**

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