

**TRANSITIONAL HOUSING SERVICES
GRANT AWARD AGREEMENT**

GRANT AGREEMENT FACE SHEET

This Transitional Housing Services Grant Award Agreement for Recidivism Reduction Grant funds, hereinafter referred to as "GRANT AGREEMENT", is by and between the County of Orange, hereinafter referred to as "GRANTOR", acting through the Orange County Probation Department, hereinafter referred to as "PROBATION" and the provider receiving grant funds, hereinafter referred to as "GRANTEE", named below, for the duration set forth in this GRANT AGREEMENT. GRANTOR and GRANTEE may be referred to individually as "PARTY" or collectively as "PARTIES".

Grantee Name: <u>New Life Spirit, Inc.</u>	Grant Agreement #: <u>THS-05705</u>
Grant Award Period	Grant Award Amount
<u>TBD - November 30, 2018</u>	<u>\$50,000</u>
<u>December 31, 2015 - December 31, 2019</u>	<u>\$50,000</u>

The following documents comprise the Transitional Housing Services Grant Award Agreement: (1) this Grant Agreement Face Sheet; (2) Attachment A - Grant Agreement Terms and Conditions; (3) Attachment B - New Life Spirit, Inc. Scope of Services for Transitional Housing Services; (4) Attachment C - Grant Award Claim Form; and (5) Attachment D - Penal Code Section 1233.10.

GRANTEE hereby accepts the Transitional Housing Services Grant Award Agreement for Recidivism Reduction Grant funds and agrees to use the Recidivism Reduction Grant Award funds in accordance with the terms, conditions and scope of services set forth herein, or incorporated by reference in the GRANT AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this GRANT AGREEMENT, including the documents attached hereto and incorporated herein by reference, to be executed in the County of Orange, State of California.

GRANTOR: County of Orange	
By (Authorized Signature): _____	Date Signed _____
Printed Name and Title of Person Signing _____	
Address _____	
GRANTEE: New Life Spirit, Inc.	
By (Authorized Signature): <u>Frank J. McGee Jr.</u>	Date Signed <u>March 2, 2016</u>
Printed Name and Title of Person Signing <u>FRANK J. MCGEE JR, CEO</u>	
Address <u>1053 GRANVILLE DR. NEWPORT BEACH, CA 92660</u>	
By (Authorized Signature): _____	Date Signed _____
Printed Name and Title of Person Signing _____	
Address _____	

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

GRANTOR: County of Orange
GRANTEE: New Life Spirit, Inc.

By [Signature] Deputy [Signature] Recidivism Reduction Grant Award
Page 1 of 19 Date 2/29/2016 Grant Agreement Award #: THS-05705

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Attachment A
Grant Agreement Terms and Conditions

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TERMS AND CONDITIONS

- 1.0 Funding Authority:** The Budget Act of 2014 (FY 14-15) (Chapter 25, Statutes of 2014) provided \$8 million to the Board of State and Community Corrections (BSCC) for the Community Recidivism Reduction Grant (RRG) described in Penal Code Section 1233.10. The County of Orange participated in the FY 14-15 grant program and received \$500,000 of the FY 14-15 grant funds to develop and administer a competitive grant program intended to fund community recidivism and crime reduction services. The Budget Act of 2015 (FY 15-16) allocated an additional \$4 million to the BSCC. As a result, the County of Orange was allocated \$250,000 of the FY 15-16 grant funds. BSCC authorized participating counties to allocate FY 15-16 RRG funding to those service providers who competed for the FY 14-15 funding.
- 2.0 Terms of Funding:** RRG funds in the amount shown on the Grant Award Agreement Face Sheet shall be granted upon execution of the GRANT AGREEMENT by the PARTIES and shall be available to GRANTEE for the term of the GRANT AGREEMENT, or until funds are fully exhausted on allowable costs, whichever comes first. The RRG funds in the amount shown on the Grant Award Agreement Face Sheet shall be the maximum amount GRANTEE may be reimbursed under this GRANT AGREEMENT.
- 3.0 Target Population:** Transitional Housing Services will be provided in a sober living environment to persons eighteen (18) years of age and older who have recently been released from correctional facilities, treatment programs or are currently residing in the community and under the supervision of PROBATION.
- 4.0 Services to be Provided:** Transitional Housing Services shall be provided to eligible participants in a residence that promotes a sober living environment and provides sufficient services to meet the needs of the participants, some of whom may be struggling with recovery from alcohol and other drug problems, as well as issues related to reintegration into the community; and may need support and encouragement in seeking longer term housing.
- Participants shall be eligible for up to sixty (60) days of transitional housing services; however, GRANTEE must first obtain PROBATION'S approval to provide services for each participant GRANTEE wishes to claim reimbursement for under this GRANT AGREEMENT.
- GRANTEE shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to provider by GRANTOR. Further, the funds will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.
- GRANTEE agrees to provide services in accordance with the requirements above as well as in accordance with Attachment B entitled "Scope of Services", attached hereto and incorporated herein by reference.
- 5.0 Staffing:** GRANTEE shall provide staffing in accordance with the staffing requirements included in Attachment B entitled, "Scope of Services", attached hereto and incorporated herein by reference.
- 6.0 Facility:** Transitional Housing services shall be provided in an alcohol and drug free environment. GRANTEE's facility shall maintain safe and sanitary conditions at all times and include:

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- Safe same gender sleeping quarters with separate beds for each participant;
- A communal lounge area; and
- At least one (1) bathroom for every six (6) residents

GRANTEE's facility must be located in Orange County, have geographic accessibility to public transportation and community resources, and must be ADA compliant.

GRANTEE shall have the discretion to refuse services to specific clients if GRANTEE does not feel the individual is an appropriate fit for their facility, to the extent allowable by law.

7.0 Reporting Requirements: GRANTEE shall maintain electronic records that include daily rosters of residents, indicating admission dates and discharge dates, disposition upon discharge, the assigned Probation A number, and the assigned Probation officer name. This data is to be submitted to PROBATION and will be reviewed prior to payment of any invoices. GRANTEE shall notify the assigned Probation officer (by phone or email) within twenty-four (24) hours of when an individual is enrolled at GRANTEE's facility and when they are discharged from the facility.

8.0 Rate of Reimbursement: GRANTEE may charge a bed day rate for Transitional Housing Services provided to individuals approved by PROBATION at a rate of \$35 per bed per day.

9.0 Claim Procedures: GRANTEE will be reimbursed by GRANTOR in arrears based on the approved rate of reimbursement included in Paragraph 8.0 above.

GRANTEE shall seek reimbursement from GRANTOR on a monthly or quarterly basis by completing and submitting Attachment C – Grant Award Claim Form provided by GRANTOR, attached hereto and incorporated herein by reference. Each claim form shall include at least the following information:

- GRANTEE's name and address
- GRANTEE's remittance address, if different from the address above
- GRANT AGREEMENT number
- GRANTEE's federal taxpayer identification number
- Month(s) of service GRANTEE is claiming
- List of participants indicating their admission dates, discharge dates, total number of days of service, their disposition upon discharge, their assigned Probation A numbers, and their assigned Probation officer's name
- Total amount due for each participant based on the approved rate of reimbursement
- Total monthly amount due for all participants who received services during the claim month
- Any service(s) provided to each participant in addition to community recidivism and crime reduction services as described in subdivision (c)(2) of California Penal Code section 1233.10, attached as Attachment D and incorporated herein by reference.

GRANTEE shall send monthly claim forms for the previous month's services rendered to:

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attention: Fiscal Services/Accounts Payable

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- 10.0 Payment/Compensation:** Upon submission of a complete and acceptable claim form, GRANTOR shall reimburse GRANTEE for services rendered under this GRANT AGREEMENT in accordance with the proposed rate of reimbursement noted in Paragraph 8.0 of this GRANT AGREEMENT. As a condition of payment, GRANTOR may require GRANTEE furnish documentation such as detailed itemizations and receipts as may be required by the Orange County Auditor-Controller. Payments made by GRANTOR shall not preclude the right of the GRANTOR from thereafter disputing any services invoiced or billed under this GRANT AGREEMENT and shall not be construed as acceptance of any part of the services.
- 11.0 Governing Law and Venue:** This GRANT AGREEMENT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this GRANT AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- 12.0 Confidentiality:** GRANTEE agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this GRANT AGREEMENT. All such records and information shall be considered confidential and kept confidential by GRANTEE and GRANTEE's staff, agents and employees.
- 13.0 Site Visits and Audits:** By accepting these RRG funds, GRANTEE agrees to participate in site visits and/or audits as requested by GRANTOR. Site visits and audits may be requested for programmatic and/or fiscal review. GRANTEE agrees to permit GRANTOR's authorized representative (including auditors from a private auditing firm hired by GRANTOR) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of GRANTEE for the purpose of auditing or inspecting any aspect of performance under this GRANT AGREEMENT. The inspection and/or audit will be confined to those matters connected with the performance of the GRANT AGREEMENT including, but not limited to, the costs of administering the GRANT AGREEMENT. GRANTOR will provide reasonable notice of such an audit or inspection.

GRANTOR reserves the right to audit and verify GRANTEE's records before final payment is made.

GRANTEE 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 under this GRANT AGREEMENT or by law. GRANTEE agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right to the GRANTOR to audit records and interview staff of any sub-grantee related to performance of this GRANT AGREEMENT.

Should the GRANTEE cease to exist as a legal entity, the GRANTEE's records pertaining to this GRANT AGREEMENT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the GRANTOR.

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14.0 Insurance Provisions: Prior to the provision of services under this GRANT AGREEMENT, the GRANTEE agrees to purchase all required insurance at GRANTEE'S expense, including all endorsements required herein, necessary to satisfy the GRANTOR that the insurance provisions of this GRANT AGREEMENT have been complied with. GRANTEE agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the GRANTOR during the entire term of this GRANT AGREEMENT. In addition, all subcontractors performing work on behalf of GRANTEE pursuant to this GRANT AGREEMENT shall obtain insurance subject to the same terms and conditions as set forth herein for GRANTEE.

GRANTEE shall ensure that all subcontractors performing work on behalf of GRANTEE pursuant to this GRANT AGREEMENT shall be covered under GRANTEE'S insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for GRANTEE. GRANTEE shall not allow subcontractors to work if subcontractors have less than the level of coverage required by GRANTOR from GRANTEE under this GRANT AGREEMENT. It is the obligation of GRANTEE to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by GRANTEE through the entirety of this GRANT AGREEMENT for inspection by GRANTOR representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of GRANTEE'S current audited financial report.

If the GRANTEE fails to maintain insurance acceptable to the GRANTOR for the full term of this GRANT AGREEMENT, the GRANTOR may terminate this GRANT AGREEMENT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the GRANTEE be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the GRANTEE'S performance and financial ratings.

The policy or policies of insurance maintained by the GRANTEE shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

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Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the GRANTOR its elected and appointed officials, officers, agents and employees as Additional Insureds.

A primary non-contributing endorsement evidencing that the GRANTEE'S insurance is primary and any insurance or self-insurance maintained by the GRANTOR shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the GRANTOR, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this GRANT AGREEMENT shall waive all rights of subrogation against the GRANTOR, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

GRANTEE shall notify GRANTOR in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to GRANTOR. Failure to provide written notice of cancellation may constitute a material breach of the GRANT AGREEMENT, upon which the GRANTOR may suspend or terminate this GRANT AGREEMENT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the GRANTEE fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified GRANTEE.

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GRANTOR expressly retains the right to require GRANTEE to increase or decrease insurance of any of the above insurance types throughout the term of this GRANT AGREEMENT. Any increase or decrease in insurance will be as deemed by GRANTOR Risk Manager as appropriate to adequately protect GRANTOR.

GRANTOR shall notify GRANTEE in writing of changes in the insurance requirements. If GRANTEE does not deposit copies of acceptable Certificates of Insurance and endorsements with GRANTOR incorporating such changes within thirty (30) days of receipt of such notice, this GRANT AGREEMENT may be in breach without further notice to GRANTEE, and GRANTOR shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit GRANTEE'S liability hereunder nor to fulfill the indemnification provisions and requirements of this GRANT AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- 15.0 Indemnification Provisions:** GRANTEE agrees to indemnify, defend with counsel approved in writing by GRANTOR, and hold harmless the GRANTOR, its officers, elected and appointed officials, employees, agents and those special districts and agencies which GRANTOR's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by GRANTEE pursuant to this GRANT AGREEMENT. If judgment is entered against GRANTEE and GRANTOR by a court of competent jurisdiction because of the concurrent active negligence of GRANTOR or County Indemnitees, GRANTEE and GRANTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 16.0 Contingency of Funds:** GRANTEE acknowledges that funding or portions of funding for this GRANT AGREEMENT may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to GRANTOR; and inclusion of sufficient funding for the services hereunder in the budget approved by the Orange County Board of Supervisors for each fiscal year covered by this GRANT AGREEMENT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, GRANTOR may immediately terminate or modify this GRANT AGREEMENT without penalty.
- 17.0 Authority:** The PARTIES to this GRANT AGREEMENT represent and warrant that this GRANT AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- 18.0 Grantee Personnel Drug-Free Workplace:** The GRANTEE hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The GRANTEE will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

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- i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this GRANT AGREEMENT:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this GRANT AGREEMENT.
- d. Failure to comply with these requirements may result in suspension of payments under the GRANT AGREEMENT or termination of the GRANT AGREEMENT or both, and the GRANTEE may be ineligible for award of any future County of Orange GRANT AGREEMENTS if the GRANTOR determines that any of the following has occurred:
- i. The GRANTEE has made false certification, or
 - ii. The GRANTEE violates the certification by failing to carry out the requirements as noted above.

19.0 Equal Employment Opportunity: The GRANTEE shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The GRANTEE shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the GRANTEE will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The GRANTEE agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

20.0 Americans with Disabilities Act (ADA): Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

21.0 Subcontracting: No performance of this GRANT AGREEMENT or any portion thereof may be assigned or subcontracted by the GRANTEE without the express written consent of the

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GRANTOR. Any attempt by the GRANTEE to assign or subcontract any performance of this GRANT AGREEMENT without the express written consent of the GRANTOR shall be invalid and shall constitute a breach of this GRANT AGREEMENT.

In the event that the GRANTEE is authorized by the GRANTOR to subcontract, this GRANT AGREEMENT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this GRANT AGREEMENT. In the manner in which the GRANTOR expects to receive services, the GRANTOR shall look to the GRANTEE for performance and not deal directly with any subcontractor. All matters related to this GRANT AGREEMENT shall be handled by the GRANTEE with the GRANTOR; the GRANTOR will have no direct contact with the subcontractor in matters related to the performance of this GRANT AGREEMENT. All work must meet the approval of the County of Orange.

- 22.0 Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

TO: GRANTOR – County of Orange
Orange County Probation Department
1055 Main St., 5th floor
Santa Ana, CA 92701
Attn:

TO: GRANTEE
New Life Spirit, Inc.
1053 Granville Drive
Newport Beach, CA 92660
Attn: Frank J. McGeoy, Jr.

- 23.0 Emergencies:** Any emergency situation affecting the welfare of program participants including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the PARTIES.

- 24.0 Prison Rape Elimination Act (PREA):** GRANTEE agrees to comply with the national, state and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR Part 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuing standards which may be forthcoming. These requirements include but are not limited to monitoring for compliance with the PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to Probation.

- 25.0 Termination:**

Default of Grantee - If GRANTEE is in default of any of its obligations under this GRANT AGREEMENT, GRANTOR may terminate this GRANT AGREEMENT immediately without penalty. GRANTOR may permit GRANTEE to cure such default by providing written notice to GRANTEE that GRANTEE is in default and is required to commence curing the default within ten (10) days after receipt of the written notice and have the default cured by a specified date. If GRANTEE has not commenced cure within ten (10) days after receipt of the written notice of

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default from GRANTOR and cured such default within the time specified in the notice, the GRANTOR shall immediately be entitled to terminate this GRANT AGREEMENT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this GRANT AGREEMENT, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise violating any provision of this GRANT AGREEMENT.

Convenience of County – Performance of services under this GRANT AGREEMENT may be terminated by GRANTOR in whole or in part, when such action is deemed by GRANTOR to be in its best interest. Termination of work shall be effected by delivery to GRANTEE of a sixty (60) calendar day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which termination becomes effective. After receipt of the Notice of Termination and except as otherwise directed by GRANTOR, GRANTEE shall: 1) Stop services under this GRANT AGREEMENT on the date and to the extent specified in the Notice of Termination, and 2) Complete performance of the parts of the work that are not terminated by the Notice of Termination.

Orderly – Upon termination or other expiration of this GRANT AGREEMENT, each PARTY shall promptly return to the other PARTY all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the GRANT AGREEMENT. In addition, each PARTY will assist the other PARTY in orderly termination of this GRANT AGREEMENT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

26.0 Consent to Breach Not Waiver: No term or provision of this GRANT AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

27.0 Remedies for Noncompliance: GRANTEE shall comply and shall require all sub-grantees or subcontractors comply with all terms and conditions of this GRANT AGREEMENT and all pertinent state and federal statutes and regulations.

In addition to the termination provisions in Paragraph 25, GRANTOR may take one or more of the following remedial actions if GRANTEE fails to comply with any term or condition of the GRANT AGREEMENT:

- a. Temporarily withhold cash payments pending correction of the deficiency by the GRANTEE or more severe enforcement action by the GRANTOR.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Completely or partly suspend or terminate the current award for the GRANTEE's program.
- d. Take other remedies that may be available.

Prior to taking remedial action, GRANTOR and GRANTEE shall meet to discuss the issues and explore possible mutually agreeable resolutions. In taking a remedial action, GRANTOR will provide GRANTEE an opportunity for such hearing, appeal, or other administrative proceeding to which GRANTEE is entitled under any statute or regulation applicable to the action involved.

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Costs of GRANTEE resulting from obligations incurred by GRANTEE during a suspension or after termination of an award are not allowable unless GRANTOR expressly authorizes them in the notice of suspension or termination or subsequently.

28.0 Remedies Not Exclusive: The remedies for breach set forth in this GRANT AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this GRANT AGREEMENT does not preclude resort by either PARTY to any other remedies provided by law.

29.0 Conflict of Interest: GRANTEE shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the GRANTOR. This obligation shall apply to the GRANTEE; the GRANTEE's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The GRANTEE's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the GRANTOR.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The GRANTEE shall not, during the period of this GRANT AGREEMENT, employ any GRANTOR employee for any purpose.

30.0 Compliance with Laws: GRANTEE represents and warrants that the services to be provided under this GRANT AGREEMENT shall fully comply, at GRANTEE's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including but not limited to those issued by GRANTOR in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by GRANTOR. GRANTEE acknowledges that GRANTOR is relying on GRANTEE to ensure compliance, and pursuant to the requirements of this GRANT AGREEMENT, GRANTEE agrees that it shall defend, indemnify and hold GRANTOR and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

31.0 Conflict with Existing Law: GRANTEE and GRANTOR agree that if any provision of this GRANT AGREEMENT is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the GRANT AGREEMENT shall remain in full force and effect. Either PARTY having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the GRANT AGREEMENT, the GRANT AGREEMENT shall be terminated in a manner commensurate with interests of both PARTIES to the maximum extent reasonable.

32.0 GRANTEE Work Hours and Safety Standards: GRANTEE shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

33.0 Attorney Fees: In an action of proceeding to enforce and interpret any provision of this GRANT AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

TRANSITIONAL HOUSING SERVICES
GRANT AWARD AGREEMENT

34.0 **Terms and Conditions:** GRANTEE acknowledges that it has read and agrees to all terms and conditions included in this GRANT AGREEMENT.

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Attachment B
New Life Spirit, Inc. Scope of Services

1. At a minimum, GRANTEE shall:
 - a. Provide transitional housing services in a sober living environment to include, but not be limited to:
 - i. A safe and clean environment that includes a bed, ability to store belongings and ability to cook and store food.
 - ii. Laundry facilities including supplies such as detergent, bleach and softening products for participants.
 - iii. Toiletry articles appropriate to the health and grooming needs of participants, including but not limited to toilet tissue, soap and shampoo.
 - iv. At least one (1) nutritionally balance meal per day, or food vouchers substituted for prepared meals.
 - b. Maintain a written Housing Resource Guide and /or Rules and Expectations, containing standards of conduct for all residents, and which shall include, at a minimum: a good neighbor policy, a visitation policy and procedure, a non-smoking policy, and a drug testing policy (if applicable).
 - c. Provide a maximum of eighty-five (85) beds for delivery of transitional housing services to male participants 18 years of age or older at one of the following New Life Spirit, Inc. facilities:
 - i. 727 Owen Drive, Huntington Beach, CA 92648
 - ii. 723 Owen Drive, Huntington Beach, CA 92648
 - iii. 719 Owen Drive, Huntington Beach, CA 92648
 - iv. 19192 Florida Avenue Letters C & D, Huntington Beach, CA 92648
2. Staffing Requirements
GRANTEE shall:
 - i. Operate with the following personnel:
 1. Administrative Division
 2. Owner/Director
 3. General Manager
 4. Administrative Manager
 5. Housing Division
 6. Five (5) rotating Housing Managers

Provide extra training as necessary and conduct recruitment for new hires as the need arises.

TRANSITIONAL HOUSING SERVICES
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Attachment C
Grant Award Claim Form

	<p>COUNTY OF ORANGE CLAIM FORM Recidivism Reduction Grant</p>	<p>Claim Number: Claim Date: Due Date: Due Upon Receipt TOTAL AMOUNT DUE:</p>							
<p>Bill To:</p> <p>COUNTY OF ORANGE PROBATION DEPARTMENT - REIMBURSEMENT 1001 S. GRAND AVE SANTA ANA, CA 92705</p>	<p>Make Checks Payable To:</p>								
<p>GRANTEE NAME: _____</p>		<p>GRANT AWARD NUMBER: _____</p>							
<p>GRANT AWARD PERIOD: _____</p>		<p>Billing Period: _____</p>							
<p>Billing Type: _____</p>		<p>Transitional Housing Services</p>							
	Participant Name	Probation A Number	Assigned Probation Officer	Admission Date	Discharge Date	Disposition Upon Discharge	# of Bed Days	Bed Day Rate	Amount
1							0		\$0
2							0		\$0
3							0		\$0
4							0		\$0
5							0		\$0
6							0		\$0
7							0		\$0
8							0		\$0
9							0		\$0
10							0		\$0
							Total # of Days	0	
								TOTAL AMOUNT DUE:	\$0

TRANSITIONAL HOUSING SERVICES
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Attachment D
Penal Code Section 1233.10

1233.10. (a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. (1) Commencing with the 2014-15 fiscal year, the funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014 according to the following schedule:

Alameda	\$250,000
Alpine	\$10,000
Amador	\$10,000
Butte	\$50,000
Calaveras	\$10,000
Colusa	\$10,000
Contra Costa	\$250,000
Del Norte	\$10,000
El Dorado	\$50,000
Fresno	\$250,000
Glenn	\$10,000
Humboldt	\$50,000
Imperial	\$50,000
Inyo	\$10,000
Kern	\$250,000
Kings	\$50,000
Lake	\$25,000
Lassen	\$10,000
Los Angeles	\$1,600,000
Madera	\$50,000
Marin	\$50,000
Mariposa	\$10,000
Mendocino	\$25,000
Merced	\$50,000
Modoc	\$10,000
Mono	\$10,000
Monterey	\$100,000
Napa	\$50,000
Nevada	\$25,000
Orange	\$500,000
Placer	\$50,000
Plumas	\$10,000
Riverside	\$500,000
Sacramento	\$250,000
San Benito	\$25,000
San Bernardino	\$500,000
San Diego	\$500,000
San Francisco	\$250,000
San Joaquin	\$250,000
San Luis Obispo	\$50,000
San Mateo	\$250,000
Santa Barbara	\$100,000

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Santa Clara	\$500,000
Santa Cruz	\$50,000
Shasta	\$50,000
Sierra	\$10,000
Siskiyou	\$10,000
Solano	\$100,000
Sonoma	\$100,000
Stanislaus	\$100,000
Sutter	\$25,000
Tehama	\$25,000
Trinity	\$10,000
Tulare	\$100,000
Tuolumne	\$25,000
Ventura	\$250,000
Yolo	\$50,000
Yuba	\$25,000

(2) Commencing with the 2015-16 fiscal year, the funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2015 according to the following schedule:

Alameda	\$125,000
Alpine	\$5,000
Amador	\$5,000
Butte	\$25,000
Calaveras	\$5,000
Colusa	\$5,000
Contra Costa	\$125,000
Del Norte	\$5,000
El Dorado	\$25,000
Fresno	\$125,000
Glenn	\$5,000
Humboldt	\$25,000
Imperial	\$25,000
Inyo	\$5,000
Kern	\$125,000
Kings	\$25,000
Lake	\$12,500
Lassen	\$5,000
Los Angeles	\$800,000
Madera	\$25,000
Marin	\$25,000
Mariposa	\$5,000
Mendocino	\$12,500
Merced	\$25,000
Modoc	\$5,000
Mono	\$5,000
Monterey	\$50,000
Napa	\$25,000
Nevada	\$12,500
Orange	\$250,000
Placer	\$25,000
Plumas	\$5,000
Riverside	\$250,000
Sacramento	\$125,000

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San Benito	\$12,500
San Bernardino	\$250,000
San Diego	\$250,000
San Francisco	\$125,000
San Joaquin	\$125,000
San Luis Obispo	\$25,000
San Mateo	\$125,000
Santa Barbara	\$50,000
Santa Clara	\$250,000
Santa Cruz	\$25,000
Shasta	\$25,000
Sierra	\$5,000
Siskiyou	\$5,000
Solano	\$50,000
Sonoma	\$50,000
Stanislaus	\$50,000
Sutter	\$12,500
Tehama	\$12,500
Trinity	\$5,000
Tulare	\$50,000
Tuolumne	\$12,500
Ventura	\$125,000
Yolo	\$25,000
Yuba	\$12,500

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.
- (D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.

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- (vi) Health, wellness, fitness, and nutrition programs and services.
- (vii) Personal finance and consumer skills programs and services.
- (viii) Other personal growth and development programs to reduce recidivism.
- (ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following for each Budget Act allocation:

(A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.

(B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty-five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000) per Budget Act allocation.

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period.