

SUBGRANT AGREEMENT NO. 101652-0001-LB-01

35146

BETWEEN

THE URBAN INSTITUTE

AND

**CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN
SERVICES**

THROUGH FUNDS PROVIDED BY

JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION

Subgrant No.: 101652-0001-LB-01

Urban Project No.: 101652-0001

Urban Project Title: Safety and Justice Challenge Network Innovation Fund

Subgrant Term: October 1, 2018 – December 31, 2019

Total Estimated Subgrant Amount: \$50,000

Grantor: The Urban Institute Office of Grants, Contracts Pricing and Purchasing 2100 M Street NW Washington, DC 20037-1207 Contractual Representative: Nicole Rivera, Senior Manager, Subcontracts & Purchasing Telephone: (202) 261-5336 E-mail: Nrivera@urban.org Technical Officer: Jesse Jannetta Senior Policy Fellow telephone (202) 261- 5593 Email: JJannetta@urban.org	Grantee: City of Long Beach, Department of Health and Human Services 2525 Grand Avenue Long Beach, CA 90815 DUNS: 130009269 Contractual Representative: Pat West City Manager Telephone: (562) 570-6916 Email: Patrick.West@longbeach.gov Technical Monitor: Hanna Stribling Community Program Specialist Telephone: (562) 570-5585 Email: Hanna.Stribling@longbeach.gov
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Prime Awarding Institution: John D. and Catherine T. MacArthur Foundation,
Foundation Grant No. 18-1705-151966-CJ

Period of Performance of Prime Award: April 1, 2018 - March 31, 2020

I. SUBGRANT SCHEDULE

This agreement, which shall constitute a subgrant (Subgrant) under the foundation grant 18-1705-151966-CJ (Prime Award) with the John D. and Catherine T. MacArthur Foundation (Client) is entered into by and between The Urban Institute (Grantor), a nonprofit entity organized and existing under the laws of Delaware, having its principal place of business at 2100 M Street, NW, Washington, DC 20037-1207, and the City of Long Beach, Department of Health and Human Services (Grantee), a local government entity having its principal place of business at 2525 Grand Ave, Long Beach, CA 90815, hereafter referred to collectively as the "Parties."

PART I - SUBGRANT SCHEDULE

1. Purpose: The purpose of this Subgrant is to fund Grantee's proposal to complete activities for the Innovation Fund. This effort shall be carried out generally as set forth in Appendix A of this agreement, and the Grantee's proposal which is incorporated by reference and included as Attachment I to Appendix A.

2. Term. The term of this Subgrant shall be from October 1, 2018 – December 31, 2019, unless amended by written agreement. This Subgrant shall come into effect on the date signed by Grantee's duly authorized representative.

3. Subgrant Amount.

- a) This is a fully funded cost-reimbursement Subgrant; the total estimated amount of this Subgrant is \$50,000.
- b) Funds awarded pursuant to this Subaward shall be expended in accordance with the Subgrant budget (Subgrant Budget) attached to this document as Appendix B. Subgrant funds may only be used for expenses included in this budget, which is agreed by Grantor and Grantee.
- c) Grantor may pay directly for certain travel costs associated with Subgrant activities, to include attendance at project conferences. Such costs and the activities associated with them are governed by the relevant terms and conditions outlined in this Subgrant agreement.

4. Disbursement of Advanced Funds. (a) Grantor's obligation to make payments to the Grantee is limited to only those funds obligated by this Subgrant or by modification of this Subgrant. Subject to availability of funds and continued satisfactory progress on the Subgrant as determined by Grantor, Grantor shall disburse funds according to the following schedule:

i) Disbursement 1, an advance in the amount of \$25,000 paid upon full execution of this Subgrant and receipt of payment request from Grantee.

ii) Disbursement 2, an advance not to exceed \$20,000 paid upon acceptance of Financial Report #2 and a request for payment as detailed in Articles 5 and 6 of this Subgrant Schedule; Grantee must demonstrate adequate spending of at least 50% of Disbursement 1 to warrant the need for this second advance payment. If the Grantee has not spent 50% of Disbursement 1 by the Financial Report #2 due date, the Grantee should

I. SUBGRANT SCHEDULE

coordinate with the Grantor to submit an unscheduled, additional Financial Report (and Payment Request) once it can demonstrate it has spent the required amount of funds.

iii) Disbursement 3, if required, a payment not to exceed \$5,000 paid upon acceptance of the final financial report and request for payment as detailed in Articles 5 and 6 of the Subgrant Schedule, provided that Grantee made a good faith effort to meet proposal goals and carry out activities as described in Appendix A.

(b) Any previously received advanced funds not spent by the end of the Subgrant term and reported as such on the Final Financial Report shall be promptly returned to the Grantor within 60 days following the end of the Subgrant term.

5. Payment Requests. (a) To request a disbursement of funds, the Grantee shall submit a copy of a proper payment request (Payment Request) via e-mail as an attached file in Portable Document Format (PDF) to Grantor's Accounts Payable department at accountspayable@urban.org; the subject line should include the organization's name and request number (if applicable), Subgrant number, and requested amount.

(b) A proper Payment Request shall be numbered sequentially and contain the following information:

- 1) Name and address of Grantee;
- 2) Subgrant number and Grantor project number;
- 3) Disbursement installment number requested with amount and date;
- 4) Amount to date of received funds and total project expenditures;
- 5) Name, address, telephone number and e-mail address of Subgrant official to whom payment by check should be sent (for payment by ACH credit transfer, please include the following information: financial institution, address, and account number; ACH routing number, and Grantee point of contact);
- 6) Name (if different from #5 above), title, telephone number and e-mail address of person to be notified in the event follow up is required;
- 7) Any other information or documentation required under other requirements of this Subgrant, to include the submission of the final financial report with the Payment Request for Disbursement 3.

Where applicable, the required financial report shall be included as an attachment to any Payment Request.

(c) A final Payment Request shall be submitted no later than sixty (60) days after the expiration of this Subgrant, unless another time frame is agreed to between the Parties. If a final request is not received within the required time frame, Grantor, at its sole discretion, may not process any subsequent request for payment. Payment of the final request will terminate any obligation of the Grantor for any additional payments to the Grantee and will constitute a release of all liens, claims and liabilities, which the Grantee may have against the Grantor.

6. Reports and Report Schedule.

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i) **Performance Reports.** The Grantee shall submit narrative progress reports (“Performance Reports”) which summarize activities and describe progress and challenges associated with meeting the goals outlined in Appendix A and the Grantee Proposal. Specific formats may be suggested or prescribed by the Grantor.

The final Performance Report shall cover the entire period of the Subgrant, and include a summary of progress during the implementation period such as accomplishments, impact, and challenges encountered; how the Grantee community will continue to build upon this work moving forward; and lessons learned.

ii) **Financial Reports.** To verify the proper use of funds, the Grantee shall submit financial reports. Financial reports shall be numbered sequentially and contain the following information:

- i. Grantee name and complete address;
- ii. Report completion date;
- iii. Grantor project number;
- iv. Period covered by the report;
- v. Financial accounting of expenditures according to approved Subgrant Budget (Appendix B), for the reporting period and cumulatively, including the name, title, hours and cost by each Grantee staff person and breakdown of other direct costs incurred and paid by the Grantee;
- vi. Total amount of direct costs;
- vii. Total amount of Indirect costs, if applicable;
- viii. Total amount reported (both for the billing period and cumulatively); and
- ix. Dated signature of responsible official, along with printed name, title and e-mail address, and certification by the following statement: “Grantee certifies that the financial report is a correct, complete and accurate statement of the services provided by Grantee, and that all amounts included are for appropriate purposes in strict accordance with the terms and conditions of the Subgrant.”

Costs of allowable direct costs incurred during performance of the Subgrant should be included on financial reports, provided that cash, checks, or other forms of actual payment have been made by the Grantee. The Grantee agrees to furnish data and supporting documentation which the Grantor or its designee may request on costs expended or accrued under this Subgrant, especially for individual travel expenses reported in excess of \$50 (examples of requested documentation may be copies of ticket receipts, hotel bills, etc.).

iii. **Schedule.** Submission of the reports detailed above will be in accordance with the following schedule:

Performance and Financial Reports	
<u>For the period:</u>	<u>Due no later than:</u>
October 1, 2018 – December 31, 2018	January 15, 2019
January 1, 2019 – March 31, 2019	April 15, 2019
April 1, 2019 – June 30, 2019	July 15, 2019
July 1, 2019 – September 30, 2019	October 15, 2019
<u>Final Performance and Financial Reports:</u>	

I. SUBGRANT SCHEDULE

Oct. 1, 2018 – December 31, 2019	February 28, 2020
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7. Terms and Conditions. This Subgrant is subject to the terms and conditions set forth in Part II, entitled “Subgrant General Terms and Conditions” and to any special terms and conditions in this Subgrant Schedule.

8. Subgrant Administrator. The Grantor’s Subgrant Administrator Officer for this Subgrant is Nicole S. Rivera, Senior Manager, Subcontracts and Purchasing, Office of Grants, Contracts, Purchasing, and Pricing, telephone (202) 261-5336, e-mail: Nrivera@urban.org. Said individual is Grantor’s duly authorized representative.

9. Subgrant Technical Officer. The Grantor’s Technical Officer for this Subgrant is Jesse Jannetta, Senior Policy Fellow, telephone (202) 261- 5593, e-mail: jjannetta@urban.org.

10. Grantee’s Contractual Officer. The Grantee’s Contractual Officer under this Subgrant is Pat West, City Manager; Telephone: (562) 570-6916; Email: Patrick.West@longbeach.gov.

11. Grantee Technical Officer. The Grantee’s Technical Officer under this Subgrant is Hanna Stribling, Community Program Specialist; Telephone: (562) 570-5585; Email: Hanna.Stribling@longbeach.gov. All correspondence from Grantor involving technical matters shall be addressed to Grantee’s Technical Officer. The Grantee agrees to notify the Grantor before changing its Technical Officer.

12. Notices. Any notice, request, document, or other communication submitted by either party to the other under this agreement will be in writing and sent by mail or e-mail, and will be deemed duly given or sent when delivered to such party using the contact information and addresses listed in the Subgrant Summary on page one (1) of this Subgrant agreement. Other addresses may be substituted upon the giving of written notice.

Notices shall be delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

13. Non-liability. The Grantor and the Client do not assume any liability for any third-party claims for damages arising out of this Subgrant.

14. Applicable Law. This Subgrant will be governed by, and construed in accordance with the laws of the state determined to be applicable by a court of competent jurisdiction.

15. Non-Waiver of Rights. If either party fails to require strict performance of any provision of this Subgrant, or waives any breach of any provision, such action will in no way affect either party’s rights to later enforce that provision or otherwise exercise rights with respect to a succeeding breach of the same or any other provision of this Subgrant.

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16. Entire Agreement. (a) This Subgrant is the complete and exclusive statement of the agreement between the Grantor and the Grantee, and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. No change or modification of this Subgrant will be enforceable unless in writing and signed by both the Grantee and a duly authorized representative of the Grantor.

(b) Both Parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this Subgrant:

- (1) The Subgrant Schedule
- (2) Subgrant General Terms and Conditions
- (3) The following Appendices:

Appendix A:	Program Description
Appendix B:	Subgrant Budget
Appendix C:	Mandatory Prime Award Provisions

IN WITNESS WHEREOF, the Grantee and Grantor, each acting through its duly authorized representatives, have caused this Subgrant to be signed on the dates below.

FOR GRANTEE:

City of Long Beach, Department of Health
and Human Services



(Signature)

Tom Modica
Assistant City Manager

(Name)

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

(Title)

Jan. 8, 2019

(Date)

FOR GRANTOR:

The Urban Institute



(Signature)

Victoria Gee

(Name)

Senior Contracts Administrator

(Title)

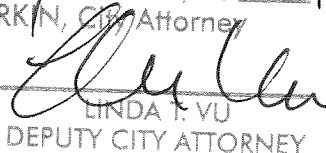
December 6, 2018

(Date)

APPROVED AS TO FORM

1/7, 2019
CHARLES PARKIN, City Attorney

By


LINDA T. VU
DEPUTY CITY ATTORNEY

PART II - SUBGRANT GENERAL TERMS AND CONDITIONS

1. Order of Precedence. Any inconsistency or conflict in the terms and conditions specified in this Subgrant shall be resolved according to the following order of precedence:

- (a) The Subgrant Schedule
- (b) These Subgrant General Terms and Conditions
- (c) The Appendices in the following order of precedence:
 - Appendix C – Mandatory Prime Award Provisions
 - Appendix A – Program Description
 - Appendix B – Subgrant Budget

2. Grantee Responsibilities.

(a) Grantee has full responsibility for the conduct of the project or activity supported under this Subgrant, adherence to Grantee's proposal and the terms and conditions specified in this Subgrant. Grantee is encouraged to suggest or propose to discontinue or modify unpromising lines of activity or to explore interesting leads which may appear during the development of the project or activity. However, the Grantee must consult the Subgrant Technical Officer before significantly deviating from the objectives or overall program of the project or activity originally proposed.

(b) Grantee shall immediately notify the Subgrant Technical Officer of developments that have significant impact on the Subgrant-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the Subgrant. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

3. Incorporation of the Prime Award. Grantee assumes toward Grantor some of the obligations and responsibilities that Grantor assumes towards the Client in the Prime Award as they relate to the Program Description. Applicable provisions of the Prime Award are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions).

4. Human Research Subjects. The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subgrant. The Grantee, and any lower-tier subawardees or contractors shall also comply with all applicable federal provisions, statutes and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states and all related requirements outlined in Appendix C. Such requirements include, but are not limited to conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Grantee shall also obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency, and obtain informed

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consent of participating research subjects. Grantee must notify the Grantor immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall assume all financial responsibilities related to any such violations.

Grantee must return to the Grantor's Technical Officer a completed Biomedical and Behavioral Research Involving Human Research Subjects Certification (see Appendix C, Attachment 2) prior to the initiation of any research involving human subjects.

The requirements herein apply to all subawards and contracts at any tier issued by the Grantee in its conduct of the work supported under the Subgrant.

5. Independent Contractor. For purposes hereof, Grantee is an independent Contractor, and shall not be deemed to be an employee or agent of Grantor or Client. Grantee shall indemnify and hold Grantor harmless against all liability and Loss resulting from Grantee's failure to pay all taxes, contributions, fees and other amounts imposed by any government under employment insurance, social security and income tax laws, and with respect to any injury or loss, including death, of any of Grantee's employees.

6. Amendment of Subgrant. The only method by which this Subgrant can be amended is by a written amendment signed by the Subgrant Administrator.

7. Right to Discontinue Funding, Rescind Disbursements, and Require Return of Unspent Funds. The Grantor may, at its sole discretion or as directed by Client, discontinue or suspend funding, rescind disbursements or demand return of any unspent funds based on any of the following: (a) the written reports or work required herein are not submitted to the Grantor on a timely basis, (b) reports or work does not comply with the term of this agreement or fail to contain adequate information to allow the Grantor to determine whether the funds have been used for their intended charitable purpose, (c) Subgrant funds have not been used for their intended charitable purpose or have been used inconsistently with the terms of this agreement, (d) the Grantor is not satisfied with the progress of the activities funded by the Subgrant, (e) the purposes for which the Subgrant was made cannot be accomplished, or (f) making any payment might, in the judgement of the Grantor, expose the Grantor or Client to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor will provide notice of any determinations made under this paragraph.

In the event the Grantor takes action permitted by this paragraph solely based on (d) and (e), and Grantee organization provides documentation that it has incurred obligations consistent with the terms of the Subgrant and the approved budget, the Grantor will consider in good faith permitting the Subgrant funds to be used to pay such obligations.

If Grantor terminates the Subgrant pursuant to Article 11 herein, Grantee shall repay within thirty (30) days all Subgrant funds unexpended as of the date of termination and all Subgrant funds expended for purposes or items allocable to the period of time after the effective date of termination.

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8. Right to Recover Spent Funds. The Grantee will repay the Grantor, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the Subgrant agreement or the approved budget by the expiration of the Subgrant period or within thirty (30) days of any approved extension.

9. Standards for Financial Management. The Grantee shall maintain its financial books and records in accordance with Generally Accepted Accounting Principles (GAAP). In addition, Grantee shall indicate the Subgrant separately on its books of account, and shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the Subgrant and shall retain the substantiating documents such as bills, invoices, cancelled checks and receipts in Grantee files for at least four (4) years after expiration of the Subgrant term. Grantee shall agree promptly to furnish the Grantor and/or Client with copies of such documents upon Grantor request and to make books and records available for inspection at reasonable times.

At Grantor or Client expense, either may audit or have audited Subgrant-related books and records, and Grantee shall provide all necessary assistance in connection therewith.

10. Prior Approvals. The following activities and expenditures require Grantor's prior approval:

- (a) Change of Scope or objectives as required in the Subgrant General Terms and Conditions article entitled "Amendment of Subgrant."
- (b) The need for additional funding.
- (c) Unless described in the application and included in the approved budget, the subaward, transfer or contracting out of any work under this agreement. This provision does not apply to the purchase of supplies, materials, or equipment.
- (d) The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.
- (e) Substantial deviation from the approved line-item budget (Appendix B), including:
 - i. deletion or inclusion of a new line-item category;
 - ii. a reallocation that reduces or increases a direct cost line-item category by 10% or \$5,000, whichever is the greater amount.

The prior approval specifications identified above must be submitted to the Subgrant Administrator and the Subgrant Technical Officer for approval by e-mail at the addresses indicated on the Subgrant Summary page. The Subgrant Administrator will determine if a written modification to the Subgrant is required.

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11. Suspension and Termination/Enforcement.

(a) This Subgrant may be terminated, in whole or in part in the following situations:

(1) By Subgrant Administrator, if recipient materially fails to comply with terms and conditions of this Subgrant. Grantee shall immediately cease to incur further costs upon notification by Grantor. The Grantor has the right, in accordance with Articles 7 and 8 herein, to rescind disbursements, require the return of unspent funds, and recover spent funds if the Subgrant is terminated under this section.

(2) By Subgrant Administrator with the consent of Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date, the return of any unspent funds, and in the case of partial termination, the portion to be terminated.

(3) By Subgrant Administrator, if the Client determines that continuation of all or part of the funding for this Subgrant should be suspended or terminated. Grantee shall cease to incur further costs upon notification by Grantor, and the parties will coordinate regarding the return of any unspent funds.

12. Indemnification. Grantee shall defend, indemnify and hold Grantor, Grantor's subsidiaries, affiliates, directors, officers, agents and employees, and each of them, and Grantor's Client harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorneys' fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of the Grantor.

Grantor shall indemnify and holds Grantee harmless to the extent that such Loss was caused by the negligence and willful misconduct of the Grantor.

13. Site Visit. Grantor and/or the Client, through authorized representatives, has the right, at all reasonable times, to make site visits to monitor and conduct an evaluation of operations, review project accomplishments, procedures, and management control systems and to discuss the project with Grantee personnel and provide technical assistance as may be required. In any site visit is made by Grantor and/or Client on the premises of the Grantee or a contractor under the Subgrant, the Grantee shall provide and shall require its subawardees/contractors to provide all reasonable facilities and assistance for the safety and convenience of Grantor and/or Client in the performance of their duties. All site visits and evaluations from Grantor shall be performed in such a manner that will not unduly delay the work.

14. Disputes, Claims and Appeals. The Grantor and Grantee shall work together in good faith in an attempt to resolve any dispute arising under this Subgrant. Any dispute between the parties as to matters arising pursuant to this Subgrant that cannot be settled amicably within fifteen (15) days after receipt by one party of the other party's request

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for such amicable settlement shall be submitted to and resolved by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and at its office located in the District of Columbia. The resolution of the AAA shall be binding on the parties and either party may enter any judgment or award rendered by the AAA in any court of competent jurisdiction. Both parties shall be subject to the personal jurisdiction of the courts located in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal procedure.

15. Publications. In addition to the applicable terms and conditions outlined in Appendix C, the Grantee shall follow the requirements outlined below.

(a) Acknowledgement of Support. The Grantee is responsible for assuring that an acknowledgement of Grantor is made as follows:

“This research is based upon work supported by the Urban Institute through funds provided by the John D. and Catherine T. MacArthur Foundation. We thank them for their support but acknowledge that the findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the Urban Institute or the John D. and Catherine T. MacArthur Foundation.”

The above disclaimer should appear inside the front cover, title page, or on any page preceding the body of the report where other credits and acknowledgements are provided. On a website or similar electronic format, the disclaimer should appear at the beginning of the text.

(b) In accordance with Appendix C, Section 8, Grantee shall not issue any press releases or otherwise make any public statement referring to this Subgrant or use the Client's name or logo without the prior written consent from the Grantor.

(c) Copies to Grantor. Grantee is responsible for assuring that three copies of every publication of material based on or developed under this Subgrant, clearly labeled with the Subgrant number and other appropriate identifying information, are sent to the Subgrant Technical Officer promptly after publication. An electronic file copy can be sent instead if available.

16. Rights in Technical Data and Copyright. i) The work of Grantee called for by this Subgrant may include all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the Deliverable Work). In accordance with Appendix C, Section 3 and Attachment I, the Deliverable Work shall be jointly owned by the Parties, thus allowing all joint owners to use, reproduce, publish, or otherwise use, and authorize others to use in print or electronic form (in whole or in part, including in connection with derivative works), the Deliverable Work.

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Grantee represents and warrants that that the material produced under this Subgrant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

ii) In addition, and in accordance with Appendix C, Section 3, the Grantee grants to the Client a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Deliverable Work and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Client to publish the Deliverable Work on the Client's website in connection with the Client's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Client's grantmaking. Your organization further acknowledges and agrees, at the Client's or Grantor's request, to execute any additional documents necessary to effect such license.

17. Technical Monitor. Grantor should be informed before any changes are made to the Grantee Technical Officer approved for, and identified in, this Subgrant. If the approved Grantee Technical Officer severs his or her connection with the Grantee, or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must appoint a replacement a person with equivalent or better qualifications. The Grantee shall have no claim for additional costs arising out of or incidental to any removal or replacement of the Technical Officer.

18. Assignment/Subawards. Unless included in the approved Subgrant Budget – Appendix B, Grantee shall not assign this Subgrant nor any rights or obligations herein, nor subaward or contract any funds under this Subgrant without Grantor's prior written consent.

Grantee shall incorporate the applicable provisions of this Subgrant in any approved lower-tier subawards and contracts.

19. Equal Employment Opportunity. All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

20. Discrimination Prohibited. Grantee and any authorized lower-tier subgrantees shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant, with respect to the hire, tenure, term, conditions, or

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privileges of employment because of his/her race, color, religion, sex, disability, national origin, ancestry, or status as a veteran. The Grantee and its lower-tier subawards and contracts, if any, shall also comply with all applicable federal provisions, statutes and regulations relating to nondiscrimination and equal employment opportunity including all relevant sections of the American with Disabilities Act of 1990.

21. Sexual Harassment. Grantee, its employees and agents shall not engage in sexual harassment or make lewd or derogatory comments during the performance of the Services or while on the work site. Failure of the Grantee to take immediate and forceful action to prevent sexual harassment shall subject Grantee to penalty up to and including termination of this Subgrant for cause.

22. Insurance. Grantee shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect both Grantee and Grantor against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Subgrant. This requirement extends to all travel, whether included in the approved Subgrant Budget or paid for directly by the Grantor.

Grantee will comply with any and all applicable state laws regarding auto liability and worker's compensation insurance, to the extent applicable to the Grantee. Although Grantor may request evidence of certain minimum insurance coverage from Grantee, nothing contained herein shall abridge, diminish, or affect Grantee's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated cost arising out of or resulting from performance of this Subgrant.

Grantee shall ensure that approved subgrantees or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Subgrant.

23. Nonliability. Grantor and Client cannot assume any liability for accidents, illnesses, losses, claims or liability of any kind arising out of any work performed by Grantee supported by this Subgrant or for unauthorized use of patented or copyrighted materials by Grantee. The Grantee is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

III. APPENDICES**APPENDIX A- PROGRAM DESCRIPTION****1. Background:** Safety and Justice Challenge Innovation Fund Round II

Project goal: The Innovation Fund is an opportunity for justice agencies and local communities to implement bold and innovative ideas in order to reduce over-incarceration in jails and build capacity for future system change. The Grantee has been selected to participate in this project as outlined below, and detailed in their proposal, included as Attachment I to this Appendix.

2. Grantee Project objectives:

- a. Develop a coordinated system to link individuals who are high utilizers of the jail to existing post-release services
- b. Develop data-sharing infrastructure between City, County and community-based partners to track outcomes and support data-driven decisionmaking
- c. Implement a 9-month pilot of post-release linkages to services
- d. Collect performance metrics to assess the success of the pilot

3. Grantee's Scope of Work

The intention of the Innovation Fund is to create an opportunity for local jurisdictions to build capacity by providing a package of tailored support including technical assistance, peer learning, and financial support for future system change efforts leading to reduced reliance on local jails. To that end, Innovation Fund awardees will be expected to:

- a. Commit to participate in the Innovation Fund over a 15-month implementation period, from October 2018 through December 2019.
- b. Share information with the other Innovation Fund sites, and the field, on innovation fund efforts and lessons learned.
- c. Participate in regular conference calls with the Urban TA team.
- d. Commit to ongoing monitoring and evaluation of innovation fund efforts, and to adapt and modify efforts as indicated by evaluation and performance measurement results.
- e. Participate in virtual and in-person learning opportunities.
- f. Report progress and provide financial reports on grant-funded activities to Urban as detailed in the agreement. This includes a final financial and programmatic report.

APPENDIX B- SUBGRANT BUDGET

Category Name	Requested Amount
Direct Costs	
Category 1	
Labor/Salaries	\$ 21,075.0
Connections to Care (C2C) Initiative Project Coordinator	21,075
Category 2	
Fringe Benefits	\$ 12,645.0
C2C Project Coordinator	12,645
Category 3	
Contractors/Consultants	\$ 10,000.0
Graduate Research Fellow	10,000
Category 4	
Other Direct Costs	\$ 6,000.0
Taxi Travel Vouchers	6,000
Category 5	
Supplies	\$ 280.0
Office Supplies & Printing Costs	200
C2C & Justice Lab Meeting Refreshments	80
TOTAL:	\$ 50,000.00

APPENDIX C – MANDATORY PRIME AWARD PROVISIONS

The following clauses from the Prime Award are hereby incorporated into this Subgrant agreement:

1. **BANK ACCOUNTS:** Subgrant funds shall be deposited in an interest-bearing account whenever feasible. Any Subgrant funds, and income earned thereon, not expended or committed for the purposes of the Subgrant, will be returned to the Grantor as detailed in this Subgrant agreement.
2. **USE OF FUNDS:** (A) Under United States law, Subgrant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This Subgrant is made only for the purposes stated in this Subgrant agreement, and it is understood that these grant funds will be used only for those purposes.

(B) Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee, contractor, or consultant, that the decision made or that will be made on any such selection is completely independent of the Grantor and Client, and, further, that there does not exist an agreement, written or oral, under which the Grantor or Client has caused or may cause the selection of a secondary grantee, contractor, or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this Subgrant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Subgrant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d)(1) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945(d)(1) of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Subgrant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

III. APPENDICES

3. INTELLECTUAL PROPERTY: (A) In countersigning this Subgrant, your organization acknowledges that it has read the Client's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment I to Appendix C). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this Subgrant (Deliverable Work as defined in the General Terms and Conditions) shall be made available consistent with the terms of the Policy.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this Subgrant and receiving the benefit of the Subgrant funds (a "Third Party"), the intellectual property rights in the Deliverable Work is to be owned by such Third Party, your organization agrees to require that the Client be granted a license in such Deliverable Work in a form reasonably acceptable to the Client and Grantor.

(C) Except as stated in Paragraph 3(A) herein, and as you may be otherwise notified by the Grantor, it is the Client's policy not to ordinarily use the license granted herein if the Deliverable Work is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Client. Under the Client's Policy, the Client will consider also releasing such license at the request of your organization through the Grantor if it is demonstrated to the Client's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Deliverable Work widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

4. RESEARCH INVOLVING HUMAN SUBJECTS: (A) Attached to this agreement are the following: (1) a copy of the Clients' policy governing research involving human subjects (Attachment II); and (2) a certification form to be completed and returned to the Grantor's Technical Officer prior to the initiation of any research involving human subjects {Attachment II}. This policy applies to all subgrants and subcontracts awarded by your organization in its conduct of the work supported under this Subgrant.

(B) If in its work under this Subgrant, Grantee is conducting research involving human subjects, it represents that it and/or its partner (i) is currently registered with the Office for Human Research Protections (OHRP) of the U.S. Department of Health and Human Services and (ii) has a current Federal Wide Assurance ("FWA") and institutional review board ("IRB") certification, which will be applicable to the research under this grant (and that such FWA and IRB contain the principles and policies set forth in 45 C.F.R. Part 46). Pursuant to this arrangement, your organization will oversee the review and conduct of human subjects research undertaken by each entity or institution that will be performing human subjects research pursuant to this grant. In addition, your organization

III. APPENDICES

acknowledges that it bears full responsibility for the proper performance of all research involving human subjects under this Subgrant in accordance with applicable law.

5. **USE OF NAME:** Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Client, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Client (Foundation), and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Client through the Grantor, which approval may be granted or withheld in the sole and absolute discretion of the Client. Upon termination of this agreement, or at the request of the Grantor or Client at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Client, via the Grantor, at no charge to the Client or Grantor, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
6. **PUBLICATIONS:** The Grantor will furnish copies of any publications produced or disseminated wholly or in part with these Subgrant funds to the Client. Unless otherwise notified by the Grantor, such publications should include a simple acknowledgment of the grant support from the Client and Grantor as outlined in Part II, Article 15.
7. **EVALUATING OPERATIONS:** The Client and Grantor may monitor and conduct an evaluation of operations under this Subgrant, which may include a visit from Client personnel to observe your organization's program, discuss the project with your organization's personnel, and review financial and other records and materials connected with the activities financed by this Subgrant.
8. **CLIENT GRANT REPORTS:** The Client may include basic information about this Subgrant through a variety of public channels, including press releases, publications, videos, social media, and the Client's website. If there are special considerations concerning the public announcement of this Subgrant at your organization, if you plan to issue a public announcement of the Subgrant, or if you would like to coordinate a public announcement of the Subgrant please reach out to the Grantor's Technical Officer prior to any such action.

ATTACHMENTS TO APPENDICESAttachments to Appendix A

Attachment I: Grantee Proposal

Attachments to Appendix C

Attachment I: Policy Regarding Intellectual Property Arising Out of Foundation Grants

Attachment II: Statement of Policy Regarding Biomedical and Behavioral Research
Involving Human Subjects with Certification

Attachment III: Attempts to Influence Legislation by MacArthur Foundation Grantees

Innovation Fund Competition Proposal Form

Prerequisites Created: 06/12/2018 • Last updated: 06/15/2018

The elements of the application addressing the prerequisite criteria will not be scored, but are required from every applicant. Applications that do not adequately address the two prerequisite criteria will not be considered.

Jurisdiction Name City of Long Beach

Jurisdiction Type City

Lead Agency Information

Lead Agency Name	City of Long Beach, Department of Health and Human Services
Street Address	2525 Grand Ave
City	Long Beach
State	CA
County	Los Angeles
Zip Code	90815
TIN Number	95-6000733

Primary Contact

First Name	Hanna
Last Name	Stribling
Title	Community Program Specialist
Phone Number	562-570-5585
E-mail Address	hanna.stribling@longbeach.gov

Abstract

Each application must include an abstract of up to 250 words.

The City of Long Beach is the second largest city in Los Angeles County with a population of over 490,000. The City operates a municipal jail that is independent from the County jail system and one of largest city jails in California with capacity for 202 individuals. The highest utilizers of the jail are often people experiencing persistent health challenges, such as mental health disorders, substance use, and/or homelessness. Though health and social services are available through County agencies and community-based service providers, currently there is no streamlined process integrated into the City's system to directly link individuals to these services upon release from jail. The City Department of Health and Human Services, in partnership with the Long Beach Police Department Justice Lab seeks to reduce re-incarceration of individuals with persistent health challenges who commit non-violent, low-level offenses by better connecting them to supportive services upon release from jail. Through the proposed Connections to Care Initiative, the City will develop a coordinated system to link individuals to existing post-release services, coordinate data-sharing infrastructure between City, County and community-based partners to track outcomes and promote data-driven decision making, and implement and evaluate a nine-month pilot of the post-release linkages to services for future refinement. The C2C Initiative leverages existing local and county resources to extend the impact of the criminal justice reforms that the City is spearheading at the municipal level and help disrupt the cycle of incarceration for individuals who are better served by community-based services.

Cover Letter

Each application must begin with a joint letter signed by the head of the lead applicant agency/organization and other key partnering organizations. The letter should outline the significance of the proposed innovation and what issues it will address with the support of the Innovation Fund, state the request of the partnering organizations, and affirm the willingness of the signatories to participate in the innovation.

<https://Innovation-fund.fluidreview.com/resp/16962436/hRqJfHf3RN/>

Selection Criteria

The following criteria will be used to select innovations from among the applicants that meet the prerequisites. Please ensure that your application addresses each item.

Section 1: Innovation Design and Implementation (60%)

1.1 Please provide a detailed description of the innovation your jurisdiction wishes to pursue. (up to 750 words)

Your answer should address the following:

- What is your innovation?
- Why is this idea innovative for your jurisdiction/community?

- If applicable, what specific population will your innovation benefit?

The City of Long Beach (the City) is the second largest city in Los Angeles (LA) County with a population of over 490,000. The City operates a municipal jail that is independent from the County jail system and one of the largest city jails in California, with an average of 10,000 bookings annually and capacity for 202 individuals. The City is also one of three designated local health jurisdictions in California with its own Health Department, in addition to its own Police Department and City Prosecutor's Office.

The City Department of Health and Human Services (LBDHHS), in partnership with Long Beach Police Department (LBPD), seeks to develop a coordinated system to link high utilizers of the City jail to existing comprehensive, individualized health and social services upon release. The proposed Connection to Care (C2C) Initiative seeks to prevent re-arrest of people who commit non-violent, low-level offenses and experience persistent health challenges by better connecting them to services that promote health and wellbeing.

As part of the City's Justice Lab, incubated in the City's Innovation Team (i-team), an in-depth analysis of the City's criminal justice system was completed in 2017. This work revealed that over 85 percent of repeat offenses in Long Beach are non-violent, low-level misdemeanors. The highest utilizers of the jail are often people experiencing persistent challenges, such as mental illness, substance use, and/or homelessness. Without connection to services and resources to address these challenges, these individuals remain trapped in a cycle of recidivism. In addition, repeated arrests and incarceration of people for low-level, non-violent offenses expends limited municipal police and jail resources that could be better devoted to more pressing public safety needs.

To help reduce the use of City jail for individuals in need of health and social services, the City launched the Justice Lab in January 2018. This set of initiatives includes a full-time mental health clinician in the City jail who conducts pre-release assessments and treatment planning, and a Multi-Disciplinary Team (MDT) that provides care coordination and case conferencing for high utilizers. However, during the initial two months of implementation, only two of the 38 individuals who completed pre-release assessment and treatment plans were successfully connected to services after release from jail.

Several key barriers have been identified that limit service uptake. The most pressing issue is the lack of a coordinated entry system to services upon release from jail. Though comprehensive services are available through LA County agencies and community-based service providers, currently there is no streamlined process integrated into the City's system to connect individuals to these services. The goal of the C2C Initiative is to reduce re-arrests of individuals with persistent health challenges who commit non-violent, low-level offenses by better connecting them to supportive services upon release from jail. This goal will be achieved through the following objectives:

(1) Develop a coordinated system of care to link individuals to existing health and social services upon

release from City jail.

(2) Coordinate data-sharing infrastructure between City, County and community-based partners that allows the City to track outcomes and promote data-driven decision making.

(3) Implement and evaluate a nine-month pilot of the coordinated linkages to services for the future refinement of post-release connections to care system.

Through the C2C Initiative, a part-time Project Coordinator will work with the Justice Lab to engage local and regional service providers and develop processes to provide a 'warm handoff' to these services for individuals upon release from jail. Individuals in need of services will be identified through pre-release assessments currently conducted by the City Jail Mental Health Clinician.

The post-release services will include a range of physical and behavioral health, social, vocational, education and legal assistance services, along with system navigation and ongoing case management. Identification of service models will focus on evidence-based practices that best address the needs of the high utilizer population. To promote service uptake, the City will seek providers willing to meet individuals at jail upon release. When this is not possible, transportation vouchers will be provided. The City has preliminarily identified several LA County reentry initiatives and local community-based organizations as possible service providers.

The C2C Initiative will be closely integrated into the City's Justice Lab through the MDT. In particular, coordinating data-sharing with the County and community-based service providers will enable the MDT to track outcomes and better coordinate care. The C2C Initiative leverages existing local and county resources to extend the impact of the criminal justice reforms that the City is spearheading at the municipal level.

1.2 Describe how your proposed innovation will affect the use of jail in your jurisdiction. Please include details on what you hope to achieve in terms of measurable results and/or practice changes. (up to 500 words)

The C2C Initiative is designed to reduce the use of City jail for individuals who commit repeated low-level, non-violent offenses and experience persistent health challenges by facilitating access to supportive services. By coordinating linkages to existing services and integrating these processes into the City's criminal justice reform efforts, the C2C Initiative will help promote long-term health and well-being among the high utilizer population and ultimately help reduce re-arrest and re-detention rates.

During the nine-month pilot phase of C2C, the City anticipates completing an average of 15 post-release service linkages per month, for a total of 135 linkages to care. Due to the complex needs of the high utilizer population, it is anticipated that not all individuals will participate in services immediately and may be re-detained during the nine month period and linked to services again. Both the number of individuals connected to services and the number of service linkages will be tracked for a comprehensive

understanding of outcomes.

To address a key barrier to accessing services, transportation vouchers will be provided to individuals leaving jail for travel to service providers. The City anticipates providing an average of 20 transportation vouchers per month over the 15 month C2C Initiative, for a total of 300. Individuals linked to services may use multiple transportation vouchers to access several different service providers, and the City will track both the number of individuals served and the number of vouchers provided.

Several key indicators will be analyzed to measure results of the C2C Initiative. These include: number of individuals referred to services, number of individuals enrolled in services; number of individuals continuing to participate in services at three months, six months, and 12 months after enrollment, re-arrest rate of individuals participating in the pilot, and re-detention rates of individuals participating in the pilot. Through the City's Inter-Departmental Data-Sharing Administrative Regulation, the Justice Lab will facilitate access to data on arrests and detentions for baseline and ongoing data to measure the indicators and evaluate the effectiveness of the C2C Initiative.

Piloting linkages to services and transportation vouchers will enable the City to test the effectiveness of the intervention and identify remaining gaps and barriers in its criminal justice improvement efforts. If the C2C Initiative demonstrates positive results, the City will use the outcomes of the pilot to leverage additional funding for long-term sustainability. In addition, the coordinated system of linkages to services developed through C2C could be applied to other innovations in the City's system. In particular, the City is exploring integrating linkages to behavioral health services into pre-trial diversion pilot programs.

While the C2C Initiative is focused on impact at the City's jail, it is anticipated that coordinating service linkages will also reduce the use of LA County jail. Diverting individuals to services at the municipal jail level will help avoid further engagement in the criminal justice process and transfer to a more cumbersome and expensive County system. In this, the City will better serve individuals and save costs at both the city and county levels.

1.3 Describe your implementation plan, including the timeline that you will use to achieve the goals and objectives identified. (up to 500 words)

Quarter One (October 1, 2018 – December 31, 2018):

In the first quarter of the grant implementation period, the C2C Project Coordinator will convene key grant partners and stakeholders, identify points of contact for all participating agencies, define the roles and responsibilities and gain commitment and support from each team. Additionally, the C2C Project Coordinator will engage key service providers to address the behavioral health and social service needs, building upon the City's existing relationships, and solidify partnerships for the pilot implementation. The C2C Project Coordinator will meet regularly with the Justice Lab Project Manager, MDT, and Jail Mental Health Clinician to discuss the challenges faced by the jail's population identified through the in-jail

biopsychosocial assessments to inform the selection of appropriate services. At the end of quarter one, the C2C Project Coordinator, in collaboration with the Justice Lab Project Manager and C2C Initiative partners, will create an action plan to integrate post-release service linkages into the City's current system. Through the City's established process of third party agreements, partnerships and data sharing agreements will be formalized through the creation of MOUs, in compliance with legal and health privacy protections.

Quarter Two - Quarter Four (January 1, 2019 – September 30, 2019):

In Quarters Two, Three, and Four of the grant implementation period, the C2C Project Coordinator will finalize implementation of MOUs for data sharing and develop policies and practices for implementing the pilot of post-release linkages to services. The nine-month C2C pilot will begin in Month Four and continue through Month Twelve (January 1, 2019 - September 30, 2019). Through the pilot, individuals with persistent health challenges will be linked upon release from jail to the appropriate supportive service(s), identified through the pre-release assessments and treatment plans completed by the Jail Mental Health Clinician.

During Quarter Three (April 1 - June 30, 2019), the Justice Lab Project Manager will recruit and hire a graduate research fellow to conduct data analysis on participant outcomes and document successes and challenges throughout the pilot. The graduate research fellow will provide data analysis and evaluation support on a part-time basis for the final six months of the nine month pilot under the management of the Justice Lab Project Manager and in collaboration with the Justice Lab Data Scientist.

Quarter 5 (October 1, 2019 – December 31, 2019):

In the final quarter of the grant implementation period, the graduate fellow will conclude data analysis of participant outcomes and pilot results. The Justice Lab Project Manager, in collaboration with the C2C Project Coordinator and the graduate research fellow, will complete an outcome and process evaluation. Through the evaluation findings, the C2C Project Coordinator will work with the MDT to refine protocols, document lessons learned, identify best practices, and provide recommendations for moving forward in a final report. At the end of the grant, the C2C Project Coordinator, and key partners involved in the implementation of the pilot will present to the Justice Lab MDT on lessons learned and an action plan to leverage the pilot's success.

Section 2: Leadership and Capacity (30%)

2.1 Who will be the lead agency for this initiative and why is this agency best suited to spearhead this effort around the use of jail in your jurisdiction? (up to 400 words)

Your answer to this question should address the following:

- What is the lead agency's organizational capacity and experience to manage projects with successful implementation and necessary collaboration?
- What will be the most formidable challenges for the proposed effort and how will the lead agency manage them?

The City of Long Beach Department of Health and Human Services (LBDHHS) will serve as the lead agency for the C2C Initiative. LBDHHS is one of three local health jurisdictions in the state of California and provides services to over 490,000 residents. LBDHHS operates a \$124 million-dollar budget with over 35 health-related programs and a staff of over 320 employees.

For over 100 years, LBDHHS has served the community through various programs, initiatives and collaboratives. Currently, it leads several upstream efforts to address the social determinants of health and improve public safety. LBDHHS is a core partner in the Justice Lab and administers the City's efforts to connect justice-involved individuals to needed homeless services through its Multi-Service Center (MSC), a centralized intake center for homeless services. LBDHHS also oversees the implementation of the Safe Long Beach Violence Prevention Plan, a public safety continuum comprised of non-profits, government and private sector representatives focused on increasing educational, economic and social well-being opportunities while reducing violent crime and entry into the criminal justice system.

As the leader of the City's collaborative efforts with Los Angeles County and local community-based health services, LBDHHS is well positioned to spearhead the C2C Initiative. LBDHHS is the backbone entity for a range of collaborative efforts, including the development of accountable communities of health and the facilitation of data collaboratives with various hospitals and federally qualified health clinics to develop a community health improvement plan. LBDHHS will draw on its history of successful collaboration and established relationships with County and community-based agencies to quickly and effectively develop a coordinated system of service linkages.

LBDHHS anticipates that a key challenge for the C2C Initiative will be successfully reducing recidivism in the limited time frame of the pilot. Given the persistent, complex challenges that justice-involved individuals frequently face, multiple linkages may be needed before identifying supportive services that are the appropriate fit for each person and help reduce re-arrests. LBDHHS and the Justice Lab approach coordination of services with an understanding that there is no single solution for everyone and services will need to be tailored to match individuals' particular strengths and challenges. In addition, this pilot will be closely integrated into the Justice Lab to promote long-term sustainability.

2.2 What other key stakeholders, if any, will be integral to the success of this effort, and why? (up to 400 words)

The Long Beach Police Department (LBPd) will be the primary partner alongside LBDHHS in the C2C Initiative. LBPd houses the Justice Lab and will oversee the integration of the C2C Initiative into the Justice Lab's broader efforts. In particular, the proposed innovation will be directly connected to the recently-launched Clinician in the Jail initiative. This pilot program is implemented through an innovative partnership between LBPd and a local community-based service provider. The Clinician prioritizes services for individuals with histories of repeat incarceration to intervene specifically with high utilizers. This current Clinician in Jail initiative will provide the necessary 'front-end' steps for the proposed C2C Initiative: identification of high utilizers at detention, assessment of needs, and development of individualized plans for services and treatment upon release.

The C2C Initiative will also be integrated into the Justice Lab through the MDT. The MDT convenes representatives from the City's Public Safety Continuum, which includes LBDHHS, LBPd, Fire Department, the City Prosecutor's Office, and County behavioral health providers to conduct regular case conferencing and care coordination for a small caseload of individuals identified as high utilizers of the City jail. Through the data-sharing systems that will be established through this C2C Initiative, the MDT will monitor the progress and track outcomes of individuals participating in the pilot to better coordinate services.

The LBDHHS Multi-Service Center (MSC) will also be a key stakeholder. The MSC continuum of care is a U.S. Housing and Urban Development (HUD) eight million-dollar service agency collaborative that provides intensive case management and linkage to housing, mental health, substance use and care coordination services for people experiencing homelessness. The MSC is a core partner in the Justice Lab's efforts to provide supportive services to high utilizers of the City jail. However, due to federal guidelines, eligibility for MSC services is limited to individuals who qualify under the federal definition of homelessness. The proposed C2C Initiative will provide linkages to post-release services for a broader population who are ineligible for MSC services. This will help augment the MSC services and fill a crucial gap in the City's continuum of care. The C2C Project Coordinator will work closely with the Justice Lab to ensure that services are not duplicated.

Importantly, social services available for Long Beach residents are funded by LA County. Therefore, increased partnership and coordination with the County through C2C will be essential for access to these services.

2.3 What makes now an opportune time to engage in this work? (up to 400 words)

Your answer to this question should address the following:

- Has this idea been explored before, and if so, why haven't you been able to implement your innovation in the past?
- What other initiatives, if any, are you involved in that are relevant to the success or timeliness of your proposed innovation?

The City of Long Beach is strongly committed to improving its criminal justice system through data-driven, evidence-based systems change. In recent years, the City has spearheaded multiple, cross-sector initiatives to reduce involvement in its justice system among individuals who commit low-level, non-violent offenses and experience persistent health challenges, such as mental illness, substance use and homelessness. These efforts have laid the necessary groundwork and provide essential infrastructure that will promote the success of the proposed C2C Initiative.

In 2015, the City Public Safety Continuum received training through the SAMSHA GAINS Center and collaboratively developed the City's Sequential Intercept model. The City also launched its Data-Driven Justice (DDJ) Initiative, through which the Public Safety Continuum advances a data-driven approach to providing services for high utilizers of the City criminal justice system. In Spring 2017, the City reached a significant milestone by finalizing a citywide administrative regulation that established the legal framework and protocols to share data among all 24 City departments to better coordinate services for residents. Following the implementation of the regulation, the City is in the process of launching a data warehouse through which departments can cross-reference data regarding individuals involved in multiple City systems, including health and law enforcement. The Justice Lab will leverage this data system for data-driven criminal justice improvement efforts.

In 2017, at the direction of the Mayor, the City's i-team conducted a year-long, user-centered research and design process focused on reducing recidivism among high utilizers of the City's criminal justice system. This included quantitative analysis of over 100,000 offenses and extensive qualitative research. This in-depth analysis deepened the City's understanding of the experiences and challenges of high utilizers of the jail and led to the creation of the Justice Lab in January 2018.

As the City advances efforts to connect individuals out of the criminal justice system and into community-based services, a remaining gap has been the lack of a coordinated entry system into services provided by the County and community-based organizations. While the City has engaged with local service providers and County agencies, additional capacity is needed to fully develop a coordinated system of post-release service linkages and integrate this system into the City's current initiatives. Support from the Safety and Justice Challenge Innovation Fund would enable the City to devote resources focused on developing, implementing and evaluating post-release linkages to these existing services.

2.4 Describe the type of technical assistance and analytical supports you anticipate will be needed to successfully implement this innovation. (up to 250 words)

The City anticipates needing technical assistance and analytic supports in several key areas to successfully develop and pilot the coordinated system of care. First, the City would benefit from expertise related to coordinating data-sharing between the City and the network of service providers. This includes support in creating the legal and administrative frameworks to allow cross-agency data sharing, ensuring compliance with HIPAA protections, avoiding duplication of intake assessments to reduce the burden on individuals enrolling in services, and streamlining data entry and collection across diverse data systems. Second, the City would seek technical assistance to establish methods and best practices in communication between a wide range of City and service provider partners for effective collaboration. Third, the City anticipates needing support in building capacity of City staff. This would include deepening staff knowledge and skills to advance the City's ongoing efforts to use data-driven and innovative approaches to reducing arrest and detention of individuals experiencing persistent physical and behavioral health challenges.

Section 3: Budget (10%)

3.1 In two to three sentences, please summarize how you will use the \$50,000 (up to 150 words).

If awarded the Safety and Justice Challenge Innovation Fund, the City will fund a LBDHHS staff person to serve as a Project Coordinator and oversee and facilitate the C2C Initiative in a part-time (.25 FTE) capacity, at \$33,720. The City will also provide a stipend of \$10,000 for a graduate research fellow to conduct data analysis on outcomes of individuals linked to services through the coordinated system and assist with evaluation of the initiative. In addition, the City will provide transportation vouchers, at a total value of \$6,000, for travel to service providers for individuals upon release from jail to reduce barriers to accessing services, and allocate \$280 for office supplies, printing costs, and refreshments for C2C and Justice Lab team meetings.

3.2 Please upload your budget, not to exceed \$50,000.

Applicants should use the [Budget Template](#) when possible, but are permitted to use their own format provided it includes the required information. Please reference the [Request for Proposals](#) page for more detailed instructions on completing the budget and budget narrative.

<https://Innovation-fund.fluidreview.com/resp/16962436/Dfa6Rm3hdh/>



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

LONG BEACH
DEPARTMENT OF HEALTH
AND HUMAN SERVICES

June 15, 2018

John D. and Catherine T. MacArthur Foundation
Urban Institute
Attn: Safety and Justice Challenge, Innovation Fund Competition

Dear Sir or Madam,

On behalf of the City of Long Beach Department of Health and Human Services, in partnership with Long Beach Police Department, I am pleased to submit a proposal for the Innovation Fund Competition to pilot a coordinated system of care to link high utilizers of the City jail to existing comprehensive, individualized services upon release. The proposed innovation aims to prevent re-arrest of people who commit non-violent, low-level offenses and experience chronic health challenges by better connecting them to treatment and resources that promote health and wellbeing.

The City of Long Beach is the second largest city in Los Angeles County with a population of over 490,000. The City operates a municipal jail that is independent from the County jail system and one of largest city jails in California, with capacity for 202 individuals. The City is also one of three designated local health jurisdictions in California with its own Health Department, and it has its own Police Department and City Prosecutor's Office.

As part of the City of Long Beach's Data-Driven Justice initiative, the City's Innovation Team recently completed an in-depth analysis of the City's criminal justice system. This work revealed that over 85 percent of repeat offenses in Long Beach are non-violent, low-level misdemeanors. The highest users of the City jail are often people experiencing complex needs, such as homelessness, substance use, and/or mental health challenges. Without connection to services and resources in the community to address pressing needs, these individuals remain trapped in a cycle of recidivism. In addition, repeated arrests and detention of people for low-level, non-violent offenses expends limited municipal police and jail resources that could be better devoted to more pressing public safety needs.

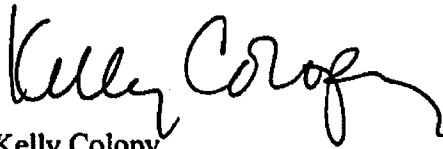
Support from the Safety and Justice Challenge Innovation Fund will enable the City to develop, implement and evaluate a pilot initiative to coordinate post-release linkages to services for individuals who are most in need. The initiative will be integrated into the City's recently

launched Data-Driven Justice Lab, which include a Multi-Disciplinary Team that provides intensive case conferencing for the highest utilizers of City jail and a mental health clinician in the jail who conducts pre-release assessments and treatment planning. The pilot will address key gaps in the City's current continuum of care by coordinating direct linkages to existing, comprehensive health and social services and providing transportation to these services for individuals upon release from jail. In addition, the pilot will coordinate data-sharing among City, Los Angeles County, and community-based service providers to track outcomes and promote data-driven decision-making to better support individuals linked to post-release services. By facilitating successful access to services that address unmet needs, the initiative furthers the City's efforts to end the cycle of incarceration for low-level offenders who are better served by a comprehensive system of community-based services.

The City of Long Beach is strongly committed to improving its criminal justice system through data-driven, evidence-based system change. The Innovation Fund offers our City the opportunity to leverage and build upon our current efforts and existing local and regional resources to extend our impact at a municipal level. If awarded, the Long Beach Department of Health and Human Services and Police Department are fully committed to implementing the initiative.

We look forward to being considered for this important opportunity. Should you have any questions, please feel free to contact me at (562) 570-4016.

Sincerely,



Kelly Colopy
Director of Health and Human Services
City of Long Beach



Robert G. Luna
Chief of Police
City of Long Beach



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

LONG BEACH
DEPARTMENT OF HEALTH
AND HUMAN SERVICES

June 15, 2018

John D. and Catherine T. MacArthur Foundation
Urban Institute
Attn: Safety and Justice Challenge, Innovation Fund Competition

Dear Sir or Madam,

On behalf of the City of Long Beach Department of Health and Human Services, in partnership with Long Beach Police Department, I am pleased to submit a proposal for the Innovation Fund Competition to pilot a coordinated system of care to link high utilizers of the City jail to existing comprehensive, individualized services upon release. The proposed innovation aims to prevent re-arrest of people who commit non-violent, low-level offenses and experience chronic health challenges by better connecting them to treatment and resources that promote health and wellbeing.

The City of Long Beach is the second largest city in Los Angeles County with a population of over 490,000. The City operates a municipal jail that is independent from the County jail system and one of largest city jails in California, with capacity for 202 individuals. The City is also one of three designated local health jurisdictions in California with its own Health Department, and it has its own Police Department and City Prosecutor's Office.

As part of the City of Long Beach's Data-Driven Justice initiative, the City's Innovation Team recently completed an in-depth analysis of the City's criminal justice system. This work revealed that over 85 percent of repeat offenses in Long Beach are non-violent, low-level misdemeanors. The highest users of the City jail are often people experiencing complex needs, such as homelessness, substance use, and/or mental health challenges. Without connection to services and resources in the community to address pressing needs, these individuals remain trapped in a cycle of recidivism. In addition, repeated arrests and detention of people for low-level, non-violent offenses expends limited municipal police and jail resources that could be better devoted to more pressing public safety needs.

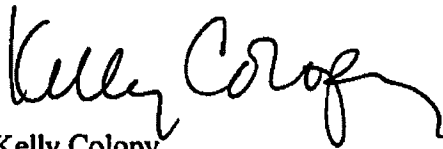
Support from the Safety and Justice Challenge Innovation Fund will enable the City to develop, implement and evaluate a pilot initiative to coordinate post-release linkages to services for individuals who are most in need. The initiative will be integrated into the City's recently

launched Data-Driven Justice Lab, which include a Multi-Disciplinary Team that provides intensive case conferencing for the highest utilizers of City jail and a mental health clinician in the jail who conducts pre-release assessments and treatment planning. The pilot will address key gaps in the City's current continuum of care by coordinating direct linkages to existing, comprehensive health and social services and providing transportation to these services for individuals upon release from jail. In addition, the pilot will coordinate data-sharing among City, Los Angeles County, and community-based service providers to track outcomes and promote data-driven decision-making to better support individuals linked to post-release services. By facilitating successful access to services that address unmet needs, the initiative furthers the City's efforts to end the cycle of incarceration for low-level offenders who are better served by a comprehensive system of community-based services.

The City of Long Beach is strongly committed to improving its criminal justice system through data-driven, evidence-based system change. The Innovation Fund offers our City the opportunity to leverage and build upon our current efforts and existing local and regional resources to extend our impact at a municipal level. If awarded, the Long Beach Department of Health and Human Services and Police Department are fully committed to implementing the initiative.

We look forward to being considered for this important opportunity. Should you have any questions, please feel free to contact me at (562) 570-4016.

Sincerely,



Kelly Colopy
Director of Health and Human Services
City of Long Beach



Robert G. Luna
Chief of Police
City of Long Beach

to Appendix C

Introduction

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy. A Guidance Memorandum that provides further detail on the Foundation's approach to specific issues accompanies this policy and will be revised from time to time as appropriate.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

Glossary

Source: Evaluation Thesaurus. Michael Scriven.

Attachment II to Appendix C

**STATEMENT OF POLICY REGARDING BIOMEDICAL
AND BEHAVIORAL RESEARCH INVOLVING
HUMAN SUBJECTS**

Safeguarding the rights and welfare of human subjects involved in biomedical and behavioral research supported by the Foundation is principally the responsibility of the grantee institution, the principal investigator, and the individual researchers. The Foundation's role is to ensure that a process is in place so that this responsibility is adequately discharged in accordance with applicable law.

It is, therefore, the policy of the Foundation that no research involving human subjects shall be initiated using Foundation funds unless assurances satisfactory to the Foundation's professional staff are obtained that: (a) the rights and welfare of the subjects involved in the research are adequately protected; (b) the methods used to obtain freely-given, informed consent of subjects are adequate and appropriate (or if such consent is not to be obtained, justification for waiver of such consent); (c) the balance of risks and potential benefits to the subjects are deemed reasonable and acceptable by the research investigator and by the subjects; and (d) the research will be carried out consistent with applicable laws, regulations and guidelines for the protection of human subjects research in the country in which such research is being conducted.

The Foundation recognizes social, economic and cultural circumstances vary from country to country. In implementing this policy, the Foundation will consider the context in which the research is conducted while seeking to ensure that grantee institutions treat individuals with respect, minimize risk to its research subjects and protect vulnerable populations as institutions conduct research.

Applicability

This policy applies to activities that constitute "research involving human subjects" as defined in the United States Department of Health and Human Services ("DHHS") regulations for the protection of human subjects (45 Code of Federal Regulations 46, the "Code"). The appendix to this policy provides relevant definitions under the Code.

U.S. Institutions

Grantees located in the United States with an Institutional Review Board ("IRB") recognized by the DHHS or an equivalent research ethics committee (an "Equivalent IRB") must certify to the Foundation substantially in the form attached hereto that: (a) there is on file with the DHHS Office for Human Research Protections ("OHRP") a FederalWide Assurance, satisfactory to the OHRP, under which the research supported by Foundation funds will be conducted; and (b) such research has been reviewed and found acceptable by an IRB or Equivalent IRB. Unless waived by the Foundation, these requirements apply to United States' grantees conducting research in another country. In such cases, it is also the responsibility of the grantee institution, the principal investigator, and the individual researchers to conduct the research in conformance with the laws, regulations, and guidelines for the protection of human subjects of the country in which the research is conducted. A waiver of requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

In the absence of an IRB or an Equivalent IRB, a U.S. institution must provide to the Foundation documentation that the research is not subject to the requirements of the Code. This can include a legal opinion, documentation or other analysis satisfactory to the Foundation that the requirements of the Code are not applicable. The institution must represent that the research, will be conducted consistent with the essential protections set forth in the Code (i.e., a set of protocols, informed consent of subjects, protections for vulnerable populations such as minors, privacy of subjects, etc.). Additionally, U.S. institutions that do not have an IRB or an Equivalent IRB will be required to provide documents or other evidence that each of the researchers engaged in the research to be supported by the Foundation have participated or will participate in a training course relating to the conduct of human subjects research. Any waiver of these requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

If the human subjects research involves biomedical research or vulnerable populations such as children, the Foundation will ordinarily require the institution to seek review for the research by an IRB or an Equivalent IRB.

Research by Organizations Located Outside the United States

Research conducted by organizations located outside the United States must provide to the Foundation documents or other evidence that reasonably assures the Foundation that (a) the rights and welfare of the subjects involved in the research will be adequately protected; (b) participation in the research will be voluntary; (c) participants will be adequately informed about the research procedures, risks and benefits; (d) when appropriate, informed consent will be obtained and, if informed consent is not to be obtained, a justification for waiver of such consent; and (e) identification of the subjects will be confidential and be recorded in such a manner that the subjects cannot be identified. Additionally, grantee institutions located outside the United States must identify applicable laws, regulations and guidelines and certify that the research will be carried out consistent with the applicable laws, regulations and guidelines for the protection of human subjects research in the country in which such research is being conducted.

Depending on the nature of the research, the experience of the researchers, the country in which the research is to be conducted and other relevant factors, the Foundation may require one or more of the following: (i) that the researchers complete a training course relating to the conduct of human subjects research; (ii) the grantee obtain an opinion of local counsel that such research is conducted in compliance with all applicable laws, regulations and guidelines; and (iii) that the grantee provide evidence of the informed consent of the subjects of the research and the methods used to obtain such informed consent.

Questions regarding this Policy should be referred to the Office of the General Counsel.

Effective: June 15, 2012

Attachment II to Appendix C

The review and conduct of research involving human subjects is regulated under Title 45 Section 46 of the Code of Federal Regulations (45 CFR 46). Although not all human subjects research falls under the purview of 45 CFR 46, these regulations provide a reasonable framework for ensuring oversight and protections of human subjects involved in research. Therefore, for purposes of the Foundation's Statement of Policy Regarding Biomedical and Behavioral Research Involving Human Subjects, the terms listed below shall have the meanings ascribed to them in 45 CFR 46.

Research. The regulations define "**research**" as an activity that (a) involves a systematic investigation and (b) is designed to develop or contribute to generalizable knowledge.

Systematic Investigation. A systematic investigation is generally understood to mean a research plan that involves the collection and analysis of data to answer a specific question, test a hypothesis, or develop a theory. Research that contributes to generalizable knowledge includes research conducted with the intent of using its conclusions to develop or contribute to a general body of knowledge.

Contribution to Generalizable Knowledge. Studies that involve interviews, questionnaires, analysis of stored data, trials of experimental drugs or devices, the results of which will be shared broadly will constitute research under the terms of this policy. In contrast, research that is not shared beyond the institution conducting the research would generally not be considered "research" for purposes of this policy.

Human Subjects Research. The research involves **human subjects** if such research involves a living individual about whom an investigator conducting research obtains (1) data through **intervention** (by physical procedures or manipulation of the subject's environment) or **interaction** with the individual through interpersonal contact by a survey or interview, for example, or (2) **identifiable private information**.

Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (*i.e.*, the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for obtaining the information to constitute research involving human subjects.

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

which government would be expected to deal eventually. Accordingly, it is permissible to speak to legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the

communication for lobbying purposes. If it does, and if the grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

Related Issues

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

Questions

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

PERMISSIBLE AND PROHIBITED ACTIVITIES***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.