

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 122-20

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

County of Santa Barbara**2. The term of this Agreement is:**

START DATE

MARCH 31, 2021

THROUGH END DATE

JANUARY 31, 2022**3. The maximum amount of this Agreement is:****\$571,122.87****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	Coronavirus Emergency Supplemental Funding (CESF) Federal Conditions	15
Attachment 1	2020 CESF Request for Applications (Proposal Instructions Packet & Application Package)	*
Attachment 2	2020 CESF Grant Application for Funding	23
Attachment 3	2020 CESF Federal Program Solicitation	*
Appendix C	Criteria for Non-Governmental Organizations Receiving CESF	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: http://www.bscc.ca.gov/s_cesf/ and [2020 BJA CESF Program Solicitation](#).

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

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

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

105 E Anapamu

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

Mona Miyasato

TITLE

County Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (CESF)

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and County of Santa Barbara hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Coronavirus Emergency Supplemental Funding (CESF) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. CESF provides federal funding to states, local governments and tribes to prevent, prepare for and respond to the coronavirus. CESF uses include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and for addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2020 CESF Request for Applications (incorporated by reference), Attachment 2: 2020 CESF Grant Application for Funding, and Attachment 3: 2020 CESF Program Solicitation.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Mona Miyasato
Title: County Executive Officer
Address: 105 E Anapamu, Santa Barbara, CA 93101
Phone: 805-568-3400

Designated Financial Officer authorized to receive warrants:

Name: Chris Ribeiro
Title: Chief Financial Officer
Phone: 805-884-1694
Email: cribeiro@co.santa-barbara.ca.us

Project Director authorized to administer the project:

Name: Dr. Alice Gleghorn
Title: Director, Behavioral Wellness
Phone: 805-681-5220
Email: agleghorn@sbcbswell.org

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

EXHIBIT A: SCOPE OF WORK**4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: 2020 CESF Program Solicitation.

5. REPORTING REQUIREMENTS

Grantees are required to submit semi-annual and quarterly progress reports as described below:

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

Semi-Annual Progress Report Periods

1. March 31, 2021 to June 30, 2021
2. July 1, 2021 to December 31, 2021
3. January 1, 2022 to January 31, 2022

Due no later than:

- July 15, 2021
January 15, 2022
February 15, 2022

- B. Grantee will submit quarterly reports in a format prescribed by the BSCC. Pursuant to Section 15011(b)(2)-(3) of Division B of Public Law 116-136:

Not later than 10 days after the end of each calendar quarter, each covered recipient shall submit to the agency [and the Pandemic Accountability Response Committee] a report that contains:

- a) the total amount of large covered funds received from the agency;
- b) the amount of large covered funds received that were expended or obligated for each project or activity;
- c) a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
 - i. the name of the project or activity;
 - ii. a description of the project or activity; and
 - iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d) detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The recipient also understands that the information in these reports will be made available to the public.

Reports shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. March 31, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021

Due no later than:

- July 10, 2021
October 10, 2021

EXHIBIT A: SCOPE OF WORK

- | | |
|---|-------------------|
| 3. October 1, 2021 to December 31, 2021 | January 10, 2022 |
| 4. January 1, 2022 to January 31, 2022 | February 10, 2022 |

6. PROJECT RECORDS

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

7. CONFLICT OF INTEREST

Each applicant should consider state and local conflict of interest laws when selecting members of the CESF Local Advisory Committee. Applicants are advised to check with local counsel about potential conflicts.

8. AUDIT

Grantee must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures,

EXHIBIT A: SCOPE OF WORK

Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 120 days from the end of the grant period.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend \$750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool for Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET AND PAYMENT DETAILS

1. STATEMENTS OF EXPENDITURES AND PAYMENT

- A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Any interest earned on the account must be reported to the BSCC and may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. March 31, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to January 31, 2022

Due no later than:

- August 15, 2021
November 15, 2021
February 15, 2022
March 15, 2022

- B. All grant project expenditures must be incurred by the end of the grant project cycle, January 31, 2022, and included on the final statement of expenditures due March 15, 2022. Project costs incurred after January 31, 2022 will not be reimbursed/eligible for contribution.
- C. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- D. Any unspent funds remaining at the end of the agreement term, must be returned to the BSCC within 30 days of the end of the grant agreement.

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC

EXHIBIT B: BUDGET AND PAYMENT DETAILS

Grant Administration Guide (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during the term of the grant agreement, which can be found under Quick Links here:

http://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

5. PROMPT PAYMENT CLAUSE

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

6. PROJECT BUDGET

LINE ITEM	GRANT FUNDS
1. Salaries and Benefits	\$211,218.59
2. Services and Supplies	\$69,441.34
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$235,014.64
5. Equipment/Fixed Assets	\$0
6. Other (Travel, Training, etc.)	\$3,528.00
7. Indirect Costs	\$51,920.26
TOTAL	\$571,122.83

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 2: 2020 CESF Grant Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the Federal Award Conditions, which are included in this Grant Agreement as Exhibit E.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 7. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

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

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the 2020 CESF Request for Applications. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2020 CESF Request for Applications, Attachment 2: 2020 CESF Grant Application for Funding, Attachment 3: 2020 CESF Program Solicitation; and
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Programs Division Deputy Director a written demand for a final decision regarding the disposition of any

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

10. WAIVER

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

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for [purposes of this condition is available at https://www.ojp.gov/training/fmts.htm](https://www.ojp.gov/training/fmts.htm). All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), [currently accessible at https://www.sam.gov/](https://www.sam.gov/). This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the [OJP web site at https://ojp.gov/funding/Explore/SAM.htm](https://ojp.gov/funding/Explore/SAM.htm) (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify [website \(https://www.e-verify.gov/\)](https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.

200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

**EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS**

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or

**EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS**

contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41

U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS**

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2

C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document

EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non- governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.ojp.gov/topics/articles/body-armor-safety-initiative>.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

**EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS**

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

**Coronavirus Emergency Supplemental Funding
(CESF) Program**

**PROPOSAL PACKAGE
COVER SHEET**

Submitted by:

County of Santa Barbara

Date Submitted:

February 1, 2021

CESF Program Proposal Checklist

A complete proposal package for funding under the Coronavirus Emergency Supplemental Funding (CESF) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission 	X
2	CESF Proposal Checklist <ul style="list-style-type: none"> • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
3	Applicant Information Form <ul style="list-style-type: none"> • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
4	Proposal Narrative <ul style="list-style-type: none"> • 6 pages or less 	X
5	Criteria for Non-Governmental Organizations (Appendix C) <ul style="list-style-type: none"> • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
6	CESF Local Advisory Committee Membership Roster (Appendix D)	X
7	Project Work Plan (Appendix E)	X
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix J) <ul style="list-style-type: none"> • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	X
9	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> • Use the BSCC provided template 	X
	Optional:	
	Governing Board Resolution (Appendix I) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

DocuSigned by:




Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

CESF Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER			
NAME OF APPLICANT County of Santa Barbara		TAX IDENTIFICATION #: 95-6002833			
STREET ADDRESS 105 E Anapamu		CITY Santa Barbara	STATE CA	ZIP CODE 93101	
MAILING ADDRESS (if different) 300 San Antonio Rd. Bldg 3		CITY Santa Barbara	STATE CA	ZIP CODE 93110	
C. PROJECT TITLE:		Santa Barbara County Community Re-Entry Support Team (CREST)			
D. PROJECT SUMMARY (100-150 words):					
Behavioral Wellness has designed a project to meet the unique needs of individuals who are involved in the justice system and will support existing, effective diversion activities while decreasing the risk of COVID-19 exposure for clients, healthcare and justice system providers and the community. The will focus on transportation, navigation/case management, linkage to services, and discharge planning . Each component takes into consideration for overtime that may be necessary due to contact exposures and staff need to quarantine or isolate due to testing positive for COVID. Staff funded through this project will be employed by a partnering community-based organization and will have access to adequate PPE supplies.					
E. GRANT FUNDS REQUESTED: See page 3 for funding by County			F. PASS-THROUGH FUNDS: Applicants must pass through a minimum of 20%		
\$ 571,122.87			\$ 235,014.64 and % 41		
G. LEAD PUBLIC AGENCY:		Department of Behavioral Wellness			
H. PROJECT DIRECTOR:					
NAME Dr. Alice Gleghorn		TITLE Director, Behavioral Wellness		TELEPHONE NUMBER 805.681.5220	
STREET ADDRESS 300 San Antonio Rd. Bldg 3		FAX NUMBER 805.681.5262			
CITY Santa Barbara	STATE CA	ZIP CODE 93110	EMAIL ADDRESS agleghorn@sbcbswell.org		
I. FINANCIAL OFFICER:					
NAME Chris Ribeiro		TITLE Chief Financial Officer		TELEPHONE NUMBER 805.884.1694	
STREET ADDRESS 429 N San Antonio Rd.		FAX NUMBER 805.681.5262			
CITY Santa Barbara	STATE CA	ZIP CODE 93110	EMAIL ADDRESS cristeiro@co.santa-barbara.ca.us		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE	
J. DAY-TO-DAY <u>PROGRAM</u> CONTACT:					
NAME Lindsay Walter		TITLE Deputy Director, Admin & Operations		TELEPHONE NUMBER 805.708.4469	
STREET ADDRESS 300 San Antonio Rd. Bldg 3		FAX NUMBER 805.681.5262			
CITY Santa Barbara	STATE CA	ZIP CODE 93110	EMAIL ADDRESS lwalter@sbcbswell.org		

K. DAY-TO-DAY <u>FISCAL</u> CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Chris Ribeiro	Chief Financial Officer	805.884.1694	
STREET ADDRESS		FAX NUMBER	
429 N San Antonio Rd		805.681.5262	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Santa Barbara	CA	93110	cribeiro@co.santa-barbara.ca.us

L. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Mona Miyasato	County Executive Officer	805.568.3400	
STREET ADDRESS	CITY	STATE	ZIP CODE
105 E Anapamu	Santa Barbara	CA	93101
EMAIL ADDRESS caoemail@co.santa-barbara.ca.us			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.)			DATE
			2/1/2021 4:33 PM PST

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Coronavirus Emergency Supplemental Funding (CESF) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

CESF Proposal Narrative

The Proposal Narrative section may not exceed **six (6) numbered** pages in totality and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced. The CESF Local Advisory Committee Roster and Project Work Plan do not count towards the six-page limit. See **page 11** of the Proposal Instructions Packet for corresponding Criteria.

1. Project Need

The COVID-19 pandemic has highlighted the vulnerability of individuals who are homeless and have mental illness and/or substance abuse challenges. It is not only the existing health challenges for those living a life of homelessness at greater risk for the impact of COVID-19, but many also suffer from underlying chronic health conditions. There are approximately 1,897 individuals in Santa Barbara County who experience homelessness and COVID-19 restrictions continue to limit shelter capacity, further limiting housing options for recently released inmates. Even without the impact of the pandemic, it is critical to divert individuals from the legal system and into effective mental health and substance use treatment and recovery services with linkages to sheltered environments when necessary. Without the correct care, support and stable housing, individuals often cycle in and out of emergency rooms, hospitals, drug rehabilitation programs, and the legal system utilizing resources that are already stretched beyond capacity. Due to the impacts of COVID-19 and the need for additional safety precautions, it is necessary to increase transportation capacity to the stabilization center, Crisis Stabilization Unit or other necessary supports for successful diversion.

Prior to jail reduction efforts in response to COVID-19, diversion interventions in Santa Barbara County were showing promising results. The average daily jail population of 1,073 in 2016, has had a steady decline to 904 at the onset of the pandemic and is projected to drop even further over the next decade.

Diversion programs include our Credo47 program which is currently serving as the gateway to Behavioral Wellness services including the Sobering Center, Crisis Stabilization Unit, and housing options. Additionally, we can also deploy Co-Response Teams, a partnership between law enforcement and Behavioral Wellness, to respond to

crises within the community. The new jail in Santa Maria is due to open within the next few months and inmates will have access to the same behavioral health and homeless services in North County.

The Credo47 center is operated by a community-based organization that also provides a variety of housing and substance abuse treatment services throughout the County. When the Zero Bail order took effect, a community-based organization was able to temporarily provide transportation from the jail to the stabilization center. However, these services were suspended due to limited staffing resources. The need for a dedicated driver and on-call transportation support system for late night jail releases is crucial when connecting newly released inmates with safe and stable environments.

Behavioral Wellness (BWell) has monitored the mental health and substance use history of jail inmates for the past four years. Annual Point-in-Time census data report that 56-59% of inmates have utilized Behavioral Wellness mental health or substance use services. Since March 18, 2020 through January 29, 2021, the first day of a positive COVID-19 case was reported in Santa Barbara County, 2,841 individuals were issued citations on 4011 bookings with 1,068 individuals booked and 1,679 times they were released as a result of the Emergency Bail Schedule (\$0-Bail), representing 38% of the individuals and 42% of the cases released. During the same timeframe in the previous year (3/18/2019-1/29/2020), a total of 2,522 individuals were issued citations on 3,216 occasions resulting in an increase of 13% of individuals released and an increase of 25% of the overall releases since the beginning of the pandemic.

In March and April 2020, 444 individuals were released from the jail for the safety of inmates and staff during COVID. The Access Line, Justice Alliance, and the CREDO47 Center worked to screen as many of these individuals as possible for services eligibility and to transition them to stable treatment and living situations. Of the 444 inmates released, 250 (56%) were former or current BWell clients. Among these individuals, half had histories of both mental health and substance use treatment, while 36% had a history of substance treatment and 14% had a history of mental health treatment. Additionally, 20% were on psychotropic medications prescribed within Behavioral Wellness services.

Since the initial jail census reduction, law enforcement has continued to make use of the CREDO47 Center as a “landing pad” to divert individuals from entering jail and as a step down from jail to treatment. In 2020, 317 (76%) received services for sobering, 92 (22%) transitioned from jail, and 168 transitioned to treatment (40%). When reviewing the 417 referrals to the CREDO47 Stabilization Center, law enforcement officers have referred 111 individuals (27%) via field diversion, probation and parole officers have referred 23 individuals (6%), and the public defender’s office has referred 41 individuals (10%), who are often transitioning from jail.

Taken together, the CREDO47 Stabilization Center has received 42% of its referrals through criminal justice partners; 22% of individuals served have stepped down directly from jail. Additionally, in 2020, 65% of the individuals served by the CREDO47 Stabilization Center did not have a permanent residence: 59% of these individuals lived in a place not meant for human habitation, 21% lived with friends or family, 12% lived in an emergency shelter, and 8% lived in a motel or vehicle.

2. Project Description

BWell’s project is designed to meet the unique needs of individuals who are involved in the justice system and will support existing, effective diversion activities while decreasing the risk of COVID-19 exposure for clients, healthcare and justice system providers and the community. The project’s four core elements are focused on **transportation, navigation, linkage to services, and discharge planning**, which also includes consideration for overtime given the frequency of staff being out due to contact exposures and the need to quarantine or isolate due to testing positive for COVID. Staff funded through this project will be employed by a partnering community-based organization and we will also ensure program staff have access to adequate PPE supplies. Additionally, Credo47 will be a certified vaccine site and we will coordinate efforts to administer vaccines accordingly.

Transportation. Funding will support dedicated staff who will provide transportation from to the appropriate diversion treatment, such as the stabilization center or Crisis Stabilization Unit (CSU) where they can receive the immediate intervention. Vehicles will

be leased and custom fitted with partitions to protect staff from possible COVID-19 exposure.

Navigation. Temporary housing is a critical need for medically vulnerable individuals. Resources, such as hotel rooms, provide a safe alternative to congregate living, which increases the risk of contraction of the virus. Navigation services are critical when connecting individuals to emergency, temporary or longer-term housing, and identifying appropriate levels of mental health and/or substance abuse services.

Linkage to Services: The stabilization center follows the Zero Bail order and allows individuals coming directly from the jail to receive behavioral health screening and provide support while they await admission to appropriate levels of care, including housing needs. Clients will receive rapid testing to ensure they are COVID-19 negative and are eligible to access necessary treatment and housing resources. Clients will also receive pre-paid cell phones or tablets to support telehealth options for follow up care and/or virtual probation visits.

Discharge Planning: Discharge planning staff will ensure that individuals who have been released from jail, or have been cited and released, are assessed and connected to appropriate Behavioral Wellness services, probation and housing services. Services will include screening for necessary levels of care, linkages to services, collaborating with Navigators for housing needs, and coordination with probation.

3. CESF Local Advisory Committee

There will be two components for oversight, guidance and steering of the grant project. The overarching Grant Oversight Committee will be chaired by the Santa Barbara County Executive Office and is comprised of countywide criminal justice partners including the Santa Barbara Superior Courts, the District Attorney's Office, and the Public Safety Assistant County Executive Officer as well as Santa Barbara County Department of Behavioral Wellness and community-based organizations who operate the stabilization center as well as local shelters. For coordination of services, we will also develop a subcommittee that includes key leadership from each of our collaborating partners. The Grant Oversight Committee and the Subcommittee will meet every month to ensure services are being delivered effectively and efficiently and can address challenges in a

timely manner. We anticipate both teams will be adjusted to ensure all stakeholders have a voice in grant programming.

Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

(Page 1 of 2)

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

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

In the table below, provide the name of the Grantee and list all contracted parties.

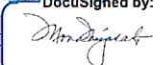
Grantee Name: Santa Barbara County Department of Behavioral Wellness

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Good Samaritan Sylvia Barnard	PO Box 5908 Santa Maria CA 93456	goodsamshelter@gmail.com	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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



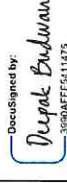


Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Mona Miyasato	TITLE County Executive Officer		TELEPHONE 805.568.3400
STREET ADDRESS 105 E. Anapamu	CITY Santa Barbara	STATE CA	ZIP CODE 93101
EMAIL ADDRESS caoemail@co.santa-barbara.ca.us			
SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.) DocuSigned by: X 			DATE 2/1/2021

Appendix D: CESF Local Advisory Committee Membership Roster

At a minimum the CESF Local Advisory Committee should include representatives from non-governmental community-based organizations, Tribes, and cities within the county that are impacted by the proposal (Page 5). Please list the members of the CESF Local Advisory Committee that are responsible for the development, implementation, and oversight of the proposed project in the below table. Include a name, title, organization, email address and signature (e-signatures are acceptable). This document shall be considered public record, do not include confidential information.

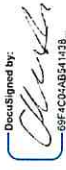


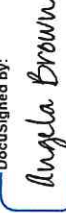
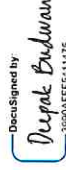


*	Name	Title		Business Email Address	Signature
		Organization			
1	Mona Miyasato	County Executive Officer	County of Santa Barbara	caoemail@co.santa-barbara.ca.us	
2	Alice Gleghorn	Director, Behavioral Wellness	County of Santa Barbara	agleghorn@sbcswell.org	
3	Sylvia Barnard	Good Samaritan		goodsamselter@gmail.com	
4	Angela Brown			abraun@sbcourts.org	
5	Deepak Budwani	Chief Financial officer	Public defender's office	DBudwani@publicdefendersb.org	
6	Cherylynn Lee	Behavioral sciences Manager	Psychologist	cr15034@sbssheriff.org	
7	Paul Clementi	Principal Analyst	County Executive office	pClementi@co.santa-barbara.ca.us	

8	Rachel Lipman	Fiscal and Policy Analyst County of Santa Barbara	rklipman@countyofsb.org	DecuSigned by: <i>Rachel Lipman</i> D59C70F1A076411...
9	Tracy Macuga	Tracy Macuga	tmacuga@publicdefendersb.org	DecuSigned by: <i>Tracy Macuga</i> EFAP30E03F443B...
10	Mag Nicola	Chief Deputy District Attorney's Office	mnicola@co.santa-barbara.ca.us	DecuSigned by: <i>Mag Nicola</i> 732C3649C9C4B6...
11	Robert Plastino	Commander Santa Barbara Sheriff's Office	rrp2803@sbsheriff.org	DecuSigned by: <i>Robert Plastino</i> A6271UCA794B3...
12	Serena Cyr	CRE047 Program Manager, Behavior County of Santa Barbara	scyr@sbcounty.org	DecuSigned by: <i>Serena Cyr</i> 51D4FCBEE6641...
13	Kimberly Shean	Deputy Chief Santa Barbara County Probation	kshean@co.santa-barbara.ca.us	DecuSigned by: <i>Kimberly Shean</i> 055332220FC446...
14	Michael Soderman	Chief Financial Officer District Attorney's Office	mnsoderman@co.santa-barbara.ca.us	DecuSigned by: <i>Michael Soderman</i> 549740020FC0B4...
15	Sol Linver	Undersheriff Santa Barbara County	sml0409@sbsheriff.org	DecuSigned by: <i>Sol Linver</i> 86D7057ABE147C...

*If needed, add additional rows to reflect the full CESF Local Advisory Committee

Appendix D: CESF Local Advisory Committee Membership Roster

At a minimum the CESF Local Advisory Committee should include representatives from non-governmental community-based organizations, Tribes, and cities within the county that are impacted by the proposal (Page 5). Please list the members of the CESF Local Advisory Committee that are responsible for the development, implementation, and oversight of the proposed project in the below table. Include a name, title, organization, email address and signature (e-signatures are acceptable). This document shall be considered public record, do not include confidential information.

*	Name	Title		Business Email Address	Signature
		Organization			
1	Mona Miyasato	County Executive Officer	County of Santa Barbara	caoemail@co.santa-barbara.ca.us	
2	Alice Gleghorn	Director, Behavioral Wellness	County of Santa Barbara	agleghorn@sbcbswell.org	
3	Sylvia Barnard	Executive Director	Good Samaritan	goodsamselter@gmail.com	
4	Angela Brown	Chief Deputy Executive Officer	Santa Barbara Superior Court	abraun@sbcourts.org	
5	Deepak Budwani	Chief Financial Officer	Public defender's office	DBudwani@publicdefendersb.org	
6	Cherylynn Lee	Behavioral sciences Manager	Psychologist	cl5034@sbssheriff.org	
7	Paul Clementi	Principal Analyst	County Executive office	pClementi@co.santa-barbara.ca.us	

8	Rachel Lipman	Fiscal and Policy Analyst County of Santa Barbara	rklipman@countyofsb.org	DecuSigned by: <i>Rachel Lipman</i> D59C76F1A076411...
9	Tracy Macuga	Tracy Macuga	tmacuga@publicdefendersb.org	DecuSigned by: <i>Tracy Macuga</i> EFAF96E1F4F439...
10	Mag Nicola	Chief Deputy District Attorney's Office	mnicola@co.santa-barbara.ca.us	DecuSigned by: <i>Mag Nicola</i> 732C3649C95C186...
11	Robert Plastino	Commander Santa Barbara Sheriff's Office	rrp2803@sbsheriff.org	DecuSigned by: <i>Robert Plastino</i> A62771UCA7794B3...
12	Serena Cyr	CREDO47 Program Manager, Behavior County of Santa Barbara	serena@sbcounty.org	DecuSigned by: <i>Serena Cyr</i> 51D6C9E96441...
13	Kimberly Shean	Deputy Chief Santa Barbara County Probation	kshean@co.santa-barbara.ca.us	DecuSigned by: <i>Kimberly Shean</i> 0523153220FC446...
14	Michael Soderman	Chief Financial Officer District Attorney's Office	mdsoderman@co.santa-barbara.ca.us	DecuSigned by: <i>Michael Soderman</i> 543746020FFC4B4...
15	Sol Linver	Undersheriff Santa Barbara County	sm10409@sbsheriff.org	DecuSigned by: <i>Sol Linver</i> B6D76A7AEE147C...

*If needed, add additional rows to reflect the full CESF Local Advisory Committee

Appendix E: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant.

(1) Goal: Provide Navigation services to recently released inmates			
Objectives (A., B., etc.)	A. Connect clients to necessary Behavioral Wellness, probation, public defender, and other community services B. Connect clients to housing resources C.	Responsible staff/partners	Timeline Start Date End Date
Project activities that support the identified goal and objectives:			
1. Confirm and/or enter clients into housing database	Navigation staff		3/31/2021 1/31/2022
2. Link clients to housing needs			
3. Coordinate with Discharge Planners			
(2) Goal: Provide clients with Discharge Planning from jail to Behavioral Wellness services			
Objectives (A., B., etc.)	A. Provide clients with transportation between jail and CREDO47 and/or probation. B. Coordinate COVID-19 testing and assessment for services C. Connect client to mental health, substance use and healthcare services as needed.	Responsible staff/partners	Timeline Start Date End Date
Project activities that support the identified goal and objectives:			
1. Arrange transportation from jail to CREDO47.	Discharge Planners		3/31/2021 1/31/022
2. Secure pre-paid cell phones or tablets needed for clients to participate in telehealth options for follow up care or virtual probation visits.			
3. Coordinate with Navigators for housing needs.			

(3) Goal: Transport clients from jail to the Behavioral Wellness/Probation campus			
Objectives (A., B., etc.)	A. Provide transportation to designated service site. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	End Date
1. Discharge Planners will arrange transportation for clients 2. Utilize in-house and transportation services for clients who have been released from jail. 3.	Transportation staff and contracted transportation providers	1/31/2021	1/31/2022

(4) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	End Date
1. 2. 3.			

Appendix I: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

(Page 1 of 2)

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

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

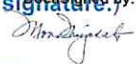
Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify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

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

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

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Mona Miyasato	TITLE County Executive Officer	TELEPHONE NUMBER 805.568.3400	
STREET ADDRESS 105 E Anapamu	CITY Santa Barbara	STATE CA	ZIP CODE 93101
EMAIL ADDRESS caoemail@co.santa-barbara.ca.us			
AUTHORIZED OFFICER SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.) Signed by: X 			DATE 2/1/2021

2020 Coronavirus Emergency Supplemental Funding - Project Budget and Budget Narrative

Name of Applicant: County of Santa Barbara

Contract Term: March 31, 2021 - January 31, 2022

*The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.*

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries and Benefits	\$211,218.59
2. Services and Supplies	\$69,441.34
3. Professional Services or Public Agency Subcontracts	\$0.00
4. Non-Governmental Organization (NGO) Subcontracts	\$235,014.64
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$3,528.00
7. Indirect Costs	\$51,920.26
TOTAL	\$571,122.83

1a. Salaries and Benefits

Name and Title	(Show as either % FTE <u>or</u> Hourly Rate) & Benefits	Total
Health Care Program Coordinator (New Hire)	1.0 FTE for 10 months (annual Salary \$99,900.65 + benefits \$55,678.82)= \$155,579.47 *10/12	\$129,649.56
Sheriff Deputy overtime (various)	736 hours @\$100/hr	\$73,600.00
Program Manager (various)	0.05 FTE for 10 months (annual Salary \$125,519.54 + benefits \$65,737.07)= \$191,256.61 * 10/12*0.05	\$7,969.03
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$211,218.59

1b. Salaries and Benefits Narrative:

The Health Care Program Coordinator will be hired to oversee and Coordinate daily Operations of the program. This Position will be under the supervision of the County Program manager. Sheriff Deputy overtime is estimated at 736 hours and is billed as an average full cost rate of \$100/hr.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Rapid Testing for routine testing of participants and staff	600 tests at \$100/ea.	\$60,000.00
PPE for staff and participants	1,200 KN95 masks @\$2.50 ea, 600 face shields (\$8.00/ea),	\$8,226.00
Freezer for vaccine storage (Moderna)	Vaccine freezer (#VT65MLADA) \$1,117.55 + tax 8.75%	\$1,215.34
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$69,441.34

2b. Services and Supplies Narrative:

All staff will undergo routine COVID-19 rapid tests, up to one test per shift for staff, and each participant will receive a rapid test prior to transportation or referral to services. PPE will be made available to all staff and participants as needed. Purchase of a vaccine freezer to be located in CREDO 47 stabilization center, to allow for the stabilization center to be used as a certified vaccination site.

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

3b. Professional Services Narrative
 N/A

4a. Non-Governmental Organizations (NGO) Subcontracts		
Description of Subcontract	Calculation for Expenditure	Total
Good Samaritan Shleter	Mental Health Navigator 1 FTE \$22hr (10 mo) = \$22*2080*10/12	\$38,133.33
	Jail Discharge Planner 1FTE \$26hr (10 mo) = \$26*2080*10/12	\$45,066.67
	Transporters - 2 FTE \$19hr (1 start 4/1-10 mo. & 1 start 7/1-7 mo.) = \$19*2080*10/12+\$19*2080*7/12	\$55,986.67
	Supervisor .05 FTE = 2080*\$40*0.05*10/12	\$3,466.67
	Benefits 35% = \$142,653.34*35%	\$41,607.22
	2 Auto leases, fuel, Insurance, maintenance (\$841.18/month for 10mo. And \$841.17 for 7 mo.)	\$14,300.00
	Cell phone and cell service (for 4 staff), office supplies, PPE	\$5,800.00
	Indirect Costs 15% of direct = \$204,360.56 * 15%	\$30,654.08
TOTALS		\$235,014.64

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative
 Good Sam will hire a 1.0FTE Mental Health Navigator and 1.01FTE Jail discharge planner for the 10 month grant period. Good Sam will also hire two 1.0FTE transporters, the first starting 4/1/2021 (for 10 months), and the second starting 7/1/2021 (7 months), the delayed start for the second transporter is due to the new Santa Maria jail beginning operations 7/1/2021. The project supervisor is included at 0.05FTE to select and oversee staffing for this project. Large size (SUV class) vehicle leases, to ensure maximum physical distancing will be leased, one for 10 months (starting 4/1/2021), and the other for 7 months (starting 7/1/2021). Monthly cost including lease, fuel, insurance and maintenance, is \$841.18 per month. Cell Phones will be purchased for 4 staff at \$400/each, and 37 months of calling and data plan service for \$113.51/month (3 staff will have phone/data service for 10 months and 1 will have phone/data service for 7 months).

5a. Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

5b. Equipment/Fixed Assets Narrative
 N/A

6a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total

County coordinator and Manager mileage	150 mi./week 42 weeks = 6,300 mi @ \$0.56	\$3,528.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$3,528.00

6b. Other (Travel, Training, etc.) Narrative:

County Healthcare Program Coordinator staff travel to County partner agency locations to ensure that project objectives are being met.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:		Total
1) Indirect costs will be charged as Grantee's federally approved Negotiated Indirect Cost Rate (NICR): Enter NICR Percentage and Amount:		\$0.00
2) Indirect costs will be charged as the Federal De Minimis (10% of Modified Total Direct Cost):		\$51,920.26
TOTAL		\$51,920.26

7b. Indirect Costs Narrative:

Indirect cost will be charged at 10% of modified total direct cost.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.



Administration Office
Recovery Point Outpatient Services
P.O. Box 5908
245 E Inger Drive Ste 103-B
Santa Maria, CA 93458
Office: 805-346-8185
Fax: 805-346-8656
Emergency Shelter
Family Transitional Shelter, H.E.L.P. Program
Recovery Point Acute Care Detoxification Center
401 West Morrison Avenue
Santa Maria, Ca 93458
Office: 805-347-3338
Fax: 805-347-3392

Another Road Detox
113 "M" Street
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0389
Turning Point Outpatient Service
Recovery Way Home
604 W. Ocean Avenue
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0389

Project P.R.E.M.I.E
First Steps
Transitional House
412 East Tunnel Street
Santa Maria, CA 93454
Transitional House Office: 805-922-1200
Office: 805-925-0315
Fax: 805-346-1787

January 29, 2021

Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

To Whom It May Concern:

Good Samaritan Shelter (GSS)'s mission is to provide emergency, transitional and affordable housing with support services for the homeless and those in recovery throughout the Central Coast. As the largest homeless shelter provider in the region and the biggest drug & alcohol treatment provider within the county, Good Samaritan Shelter has a long history of serving the re-entry population. In fact, GSS implemented the first Re-Entry Program within Santa Barbara County over 10 years ago and the Executive Director still serves on the Santa Barbara County Re-Entry Steering Committee which she has been a voting member of since its inception.

Good Samaritan Shelter has a number of programs that serve the Re-Entry Population throughout Santa Barbara County including emergency shelter, clean and sober living, residential d&a programs (withdrawal management and residential treatment), mental health services, sobering center, employment assistance, rapid rehousing, and many more.

GSS works closely with all of the departments within Santa Barbara County; including Probation, Public Health, Sheriff's Department, Be Well, District Attorney, Public Defender, and Department of Social Services. Good Samaritan has been on the front line of the COVID response, continuing to provide safety net services such as shelter, treatment, and service linkages. GSS supports the County of Santa Barbara's grant application for the CESF Program under BSSC, and is prepared to provide the support and additional staffing necessary to better meet the needs of the re-entry population in the midst of the pandemic.

Sincerely,

Sylvia Barnard
Executive Director

Mission Statement: "To Provide Emergency, Transitional and Support Services To the Homeless and Those in Recovery throughout the Central Coast."

Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

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

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee Name:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature) X			DATE