

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND FELTON INSTITUTE**

This Agreement is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Felton Institute, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I – HIPAA Requirements

Attachment II – County Driving Policy & Safe Driver Program

Attachment III – County's JAG Contract Agreement with BSCC (All terms and expectations of the State's Agreement apply to this Agreement as a "subcontract" to JAG Agreement)

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FIVE DOLLARS (\$932,305).

In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2025 through June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance

afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability

(physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Anti-Harassment Clause

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their

employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In

the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Shirley Chu/Program Manager
Address: 1950 Alameda de Las Pulgas, San Mateo, CA 94403
Telephone: (650) 421-5181
Email: schu@smcgov.org

In the case of Contractor, to:

Name/Title: Marvin Davis, Chief Financial & Operation Officer
Address: 1388 Sutter St., Suite 600, San Francisco, CA 94109
Telephone: (415) 474-7310 x418
Email: mdavis@felton.org

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Felton Institute

Signed by:		
	9/16/2025	Al Gilbert
7EE9719F4DD3420...		
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A – SERVICES
FELTON INSTITUTE
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
10/1/2025 – 6/30/2026

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. BACKGROUND INFORMATION

On January 12, 2020, the San Mateo County Board of Supervisors adopted Resolution No. R077937 which approved the Community Wellness and Crisis Response Team (CWCRT) Pilot Program, a partnership among four City Police Departments (Daly City, South San Francisco, San Mateo, and Redwood City) and the County, to embed in each of those cities' police departments one mental health clinician to provide a crisis co-response to crisis calls involving mental health issues.

Based on best practice models in other jurisdictions, the CWCRT Pilot Program launched on December 6, 2021. Designed as a law enforcement co-responder mobile crisis model, the CWCRT Pilot Program responds to incidents involving individuals experiencing mental health crises, by supplementing that response with the engagement of a mental health clinician assigned to work with each partner police department. Under the Pilot Program, the BHRS-contracted Contractor-clinicians assist in the first response by providing early intervention, crisis de-escalation, 5150 involuntary hold evaluation, and referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crises. The CWCRT Pilot Program has yielded positive outcomes in its two years of program implementation and is currently expanding to other cities in San Mateo County.

This Agreement develops understanding and terms of services between BHRS and Felton Institute as the Contractor (collectively, the "Parties") to expand CWCRT crisis response and support services to **Belmont and East Palo Alto** (jointly known as the JAG Cities) under the awarded Edward Byrne Memorial Justice Assistance Grant (JAG), with one additional full-time clinician at each of the two cities.

II. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Under the terms of this Agreement, Contractor shall provide two (2) full-time mental health clinicians to the two JAG Cities, and one (1) full-time CWCRT Project Coordinator to improve law enforcement response to community members experiencing mental health crises.

A. Services

The full-time mental health clinicians will be embedded in each of the two police departments, while the CWCRT Project Coordinator will be housed with the Contractor agency. Each of the three positions provide 40 working hours per week.

The clinicians and the project coordinator will provide the following services:

1. Mobile crisis response services: Once informed of a suspected mental health crisis within a community by the law enforcement dispatch, the mental health clinician will simultaneously be dispatched to the scene along with the law enforcement officer. The goal of the immediate response of the law enforcement staff is to de-escalate the crisis and to support the safety of the individual in crisis, those around the individual, and all responding to the incident. The mental health clinician will then assess the person suspected to be in mental health crisis (“the client”) and determine the best course of action (e.g., temporary mandatory placement in a medical facility for psychiatric evaluation and treatment under Section 5150 of the Welfare and Institutions Code, referral for treatment, etc.), exercising their independent judgment and expertise and in collaboration with the law enforcement staff. The mobile crisis response services shall include but not be limited to phone/dispatch radio response and coordination, traveling to the crisis scene, crisis intervention, crisis de-escalation, involuntary hold evaluation, 5150 application or safety planning, stabilization, and follow-up case management support. The service activities for a mobile crisis response may include but not be limited to face-to-face crisis response, phone follow-ups, clinical consult, case conference as needed, coordination/collaboration with law enforcement, collateral sources and treatment providers involved in the care of the client.
2. Crisis stabilization and follow-up support services: A pertinent goal of the CWCRT is that individuals in mental health crisis who encounter with law enforcement will receive early intervention and be connected to needed services or treatment to prevent recidivism. The mental health clinicians trained in resources both within BHRS and in the community shall partner together with the law enforcement at the crisis scene, to make decisions on the best course of action and/or resource or program for the client. The mental health clinicians shall provide short-term follow-up and support to continue to stabilize the client if they do not meet the involuntary hold criteria or upon discharge from a medical treatment facility.

The Medi-Cal reimbursable service activities for the crisis stabilization and follow-up support for the County clients include but are not limited to case management linkages, as-needed crisis assessment, clinical consult, collaboration and coordination with collateral family members and treatment providers including as-needed case conference with appropriate releases of information (ROI) as required. All follow-up support services, considered as planned services, will need to acquire appropriate treatment consent following the BHRS Documentation Guidelines.

3. Program promotion activities: The mental health clinicians and the Project Coordinator shall participate in program promotion activities per request by County or the JAG Police Departments, to attend and/or present at various community events, presentations, mental health tabling, etc. A list of such event participation information, including date, time, event title, and hosting agency name, shall be submitted to BHRS Contract Monitor monthly as part of the support documents with the program invoice.
4. Program-related meetings: Contractor's personnel including but not limited to the Project Coordinator and the mental health clinician, shall participate in scheduled CWCRT Collaborative/Advisory Meetings, BHRS Meetings, JAG Grantee Meetings as needed, and local JAG Steering Committee, for purposes of data collection, status report, program evaluation and analysis, program planning, program compliance and quality improvement.
5. Training participation: The mental health clinicians and the identified Contractor's personnel shall participate in appropriate trainings as coordinated and suggested by BHRS, to continue to expand clinical knowledge, skills and understanding of crisis, crisis trends, and related fields, in addition to relevant trainings sponsored and supported by Contractor.
6. Clinical & Administrative documentation: The mental health clinicians and as needed, the Project Coordinator, shall document all mobile crisis response and crisis follow-up support services in the County electronic health record (EHR) Avatar within one (1) and three (3) calendar days respectively, of the service being rendered. All external documents related to the crisis and/or client obtained prior to, during, and post a crisis encounter shall be scanned into Avatar as soon as possible but no later than three (3) business days from when the documents are obtained. These external clinical and administrative documents include are but not limited to: 5150 applications completed by the mental health clinicians, legal

reporting such as Child Protective Services or Adult Protective Services reports, consent for treatment, ROI requests, insurance information, and subpoenas, and shall be scanned into Avatar, following BHRS Documentation Policy and Procedures. All crisis safety plans created over the course of the assessment and follow-up shall also be included and scanned into Avatar at time of submitting the Crisis Assessment or follow-up progress note. Final version of any clinical and administrative reporting templates submitted to Avatar or to BHRS as requested shall be reviewed and approved by BHRS Contract Monitor.

7. Other services: All other services requested of the mental health clinicians and the Project Coordinator from the JAG City Police Departments that are not included in the above will need to be approved by the BHRS Contract Monitor assigned to overseeing this Agreement.

B. Contractor Mental Health Clinicians

The two mental health clinicians are embedded in Belmont and EPA police departments full-time for 40 hours per week. The clinicians shall respond to crises within the assigned city areas where a suspected mental illness is involved, partnering with the law enforcement officer from the respective police department. Each of these two positions require 40 hours per week from Monday through Friday, with shifts generally not beginning before 9 am or ending after 9 pm.

1. Contractor acknowledges and agrees that the work/services performed under this Agreement by Contractor's mental health clinicians (or the Project Coordinator if needed) are performed as an independent contractor relative to the cities for which they are providing the services. The mental health clinicians providing services under this Agreement are employees of Contractor and remain employees of Contractor while providing services under this Agreement, and at no time shall Contractor's clinicians be deemed employees of the JAG City or BHRS. Neither Contractor nor any of its employees (including, but not limited to the mental health clinicians providing services under this Agreement) acquire any of the rights, privileges, powers, or advantages of the employees of the JAG Cities or BHRS.
2. The mental health clinicians exercise independent clinical judgment and expertise in the performance of their scope of work complying to all the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and

reporting procedures under the BHRS Documentation Guidelines. The mental health clinicians' duties include, but are not limited to the following:

- a. Perform initial diagnostic evaluation during a crisis, noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
- b. Determine whether individuals are holdable on a Welfare and Institutions Code (W&I) § 5150 or W&I § 5585 hold and follow appropriate procedures.
- c. Perform suicidal/homicidal/Grave Disability risk assessments.
- d. Provide Crisis Intervention and Crisis De-escalation.
- e. Determine other resources appropriate to connect individuals to.
- f. Provide follow-up counseling, engagement support and case management linkage to refer clients to these resources.
- g. Work closely with different law enforcement communities.
- h. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC) meeting.
- i. Conduct home visits and/or field-based services, for crisis response and/or follow-up stabilization support.
- j. Mental health clinicians will provide follow-up support with all crisis clients, within twenty-four (24) hours (via telephone or in person) of the initial crisis assessment. If a disengagement strategy is implemented, the mental health clinician shall provide a follow up with the involved community members within three (3) hours (via telephone or in person) of the initial crisis assessment. The mental health clinician should continue with attempts to follow up with the community member(s) at least three (3) times before closing the case.
- k. Mental health clinicians will provide in-field counseling, referrals to community services and resources to clients and families of those suffering from a mental health crisis.
- l. Mental health clinicians will be a conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate.
- m. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients as requested by BHRS.
- n. Work as a psychiatric team member with other treatment disciplines for purpose of crisis safety planning and/or prevention for recidivism.
- o. Utilize Trauma Informed Care and other Evidence-based practices.
- p. Provide consultation and education services to law enforcement colleagues, family members, and community as indicated.

- q. Document all crisis response, crisis-related engagement, follow up services, and related administrative tasks as indicated in Section III-A.6 above.
- r. Observe and carry out additional responsibilities listed under Section F (items #3 - #13) of this Agreement.
- s. Perform related duties as assigned and coordinated between the BHRS Contract Monitor and Contractor's Project Coordinator. Job duties assigned by the Police Department but not listed in this Agreement shall be consulted with and approved by the Contractor's Project Coordinator in consultation with the BHRS Contract Monitor.

C. Responsibilities of the Contractor CWCRT Project Coordinator

- 1. Participate in all collaborative meetings with County, Community and Steering Committee stakeholders.
- 2. Provide operational and administrative support; responsible for the day-to-day activities, including implementing the co-response model, achieving goals, addressing challenges, etc.
- 3. Facilitate and support ongoing training and development needs of the mental health clinicians.
- 4. Coordinate mandatory training for the mental health clinicians.
- 5. Provide outreach, promotion, and education to the public about the CWCRT project via community outreach and engagement
- 6. Arrange for and provide ongoing support for team members to improve project outcomes
- 7. Consolidate and prepare monthly and quarterly JAG report for the Contractor's mental health clinicians to be submitted to BHRS
- 8. Collaborate with and solicit feedback from partners
- 9. Collaborate with the Contractor's Project Coordinator regarding any grievances and program-related concerns.
- 10. Support to ensure services are delivered in an appropriate manner and records are maintained in accordance with appropriate standards.
- 11. Support the mental health clinicians in coordination of time off and provide direct coverage as necessary.
- 12. Meet with BHRS Contract Monitor/JAG Project Director regularly to address ongoing and successful implementation of the program activities, specifically related to the data collection, program status, program outcomes, and reporting of JAG activities.

D. Mutual Responsibilities of the Parties

- 1. The Parties agree to develop, review, and modify as needed, policies and procedures for CWCRT, regarding, but not limited to, scope of

work, chain of communication, necessary training, grievance process, conflict resolution process, monitoring of CWCRT program status, and handling and disposition of data generated by CWCRT participants.

2. The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the CWCRT in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights.
3. The Parties, with BHRS as the lead, will participate in all required grant activities, data collection, data reporting, and grant reporting as required by the State of California's Board of State and Community Corrections (BSCC).
4. The Parties, with BHRS as the lead, will develop relevant training plans for Contractor's staff and participate in collaborative trainings when appropriate, develop program strategies, and implement protocol of response team in a manner that respects the dignity and diversity of community members.

E. BHRS Responsibilities

BHRS shall be responsible for each of the following:

1. Ensure required documentation orientation and needed certification training are arranged for at onboarding and periodically/regularly as needed. These training topics include, but may not be limited to:
 - a. Documentation orientation
 - b. Orientation to BHRS and community mental health and substance use services and resources within San Mateo County
 - c. 5150 certification training
 - d. Crisis de-escalation or management of assaultive behaviors
 - e. Law enforcement culture/practices related to behavioral health
 - f. BHRS/Community partner resources training
 - g. Laws and ethics
 - h. Other training as necessary.
2. Provide the Contractor's clinicians with County equipment and materials necessary to perform the function of a mental health crisis response clinician in the CWCRT Program (i.e. County laptop with needed applications, County car, auto insurance, regular auto maintenance, ongoing refueling arrangement), and technical support arises in the use and maintenance of the County equipment.

3. Provide Avatar electronic health record logins, network logins, and County email logins for the mental health clinicians upon successful completion of the required credentialing process, for the purpose of client lookups, and to document billable and nonbillable mental health services.
4. Hold meetings with Contractor for the purpose of contract monitoring and compliance, quality assurance, and clinical adherence.
5. The assigned BHRS Contract Monitor will be responsible for the oversight of this Agreement and its progress status, provide ongoing clinical consult, training, and quality assurance/quality improvement of the services provided by the Contractor's clinicians.

F. Contractor Responsibilities

Contractor shall be responsible for each of the following:

1. Recruit, hire two mental health clinicians and a project coordinator.
2. Coordinate with Belmont and EPA Police Departments to conduct final round of hiring interview for the mental health clinicians for their respective city.
3. Ensure regular and ongoing supervision of the mental health clinicians assigned to the designated law enforcement units.
4. Ensure mental health clinicians document, maintain, and report performance/outcome data as requested by BHRS, by BSCC for JAG Grant reporting, and/or in conjunction with the John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (the Gardner Center).
5. Ensure licensed mental health clinicians possess and maintain a valid license to engage in the practice of therapeutic services in the State of California (LCSW or LMFT).
6. Ensure license-eligible mental health clinicians receive regular clinical supervision for their CWCRT work by a licensed and crisis-experienced supervisor.

7. Exercise reasonable care to ensure compliance with all legal and clinical requirements related to the Agreement with the County and the crisis work performed by the Contractor's clinicians.
8. Ensure mental health clinicians adhere to and deliver all tasks and responsibilities listed in Section B of this Agreement. Ensure the project coordinator adhere to and deliver all tasks and responsibilities listed in Section C of this Agreement.
9. Mental health clinicians will participate in BHRS documentation training and will use the BHRS electronic health record, Avatar, to document all billable and unbillable service encounters for and related to their crisis clients, as well as any collateral information, following BHRS documentation standards.
10. Mental health clinicians must take and pass the required BHRS training to become 5150-certified.
11. Ensure mental health clinicians follow the terms of the County Vehicle Use Agreement Memorandum of Understanding and various usage expectations including but not limited to maintenance and towing services. The mental health clinicians will adhere to requests from the County's Motor Pool to schedule regular and as-needed car maintenance and shall conduct needed gasoline-filling and monthly mileage reporting. All costs incurred by the mental health clinicians because of not following County Vehicle Use Agreement will be the responsibilities of Contractor.
12. Ensure mental health clinicians utilize the office space provided at each respective police station, the police radio to respond to calls, the assigned parking space to park the County car, and needed stationary at the city police departments. The Contractor shall provide each clinician with a work cell phone and business cards.
13. Contractor leadership will carry out all the stated duties and responsibilities on the Work Plan of the JAG Grant to ensure successful completion of the grant requirements.
14. Contractor leadership will participate with designated BHRS Contract Monitor in regular meetings to ensure achievement of stated program goals and outcomes, meet all required milestones for the JAG Grant, enhance collaboration and coordination needs, address any outstanding

issues or obstacles to the service delivery.

G. Program Goals and Outcomes

1. The overarching goals of the CWCRT Program are as following:
 - Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations where mental health crisis is a factor.
 - Goal 2: Improve outcomes for individuals experiencing a crisis due to mental illness or suspected mental illness.
 - Goal 3: Increase access to appropriate behavioral health resources, services, and treatment.
 - Goal 4: Provide clinical consultation, training, and support to law enforcement personnel in the field.
 - Goal 5: Increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.
 - Goal 6: Law enforcement will strengthen relationships with service providers and community.
 - Goal 7: San Mateo County will successfully achieve the stated objectives and goals of the JAG Grant.
2. Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:
 - a. Decreased mental health emergency service visits.
 - b. Decreased hospitalization for behavioral health crises.
 - c. Decreased contact with the criminal justice system.
 - d. Increased connection and linkage to resources, services, or treatment for individuals and/or families and caregivers experiencing mental health crises.
 - e. Improved capacity of family/caregivers to recognize the need for intervention and ability to seek services when needed.
 - f. Strengthened relationships between law enforcement and the community.
3. The Parties agree to meet and confer periodically to assess and revise program goals, and to add new program goals, as appropriate. Specific performance measures and outcome objectives are:
 - a. Clinicians will respond in person to provide crisis assessment and crisis evaluation for 100% of calls that mental health issue is suspected and that the clinicians are dispatched to.

- b. Reduction of psychiatric emergency visits and psychiatric inpatient admission by 20% each fiscal year;
- c. Clinicians will provide at least one follow-up 80% of times to all Medi-Cal recipients who have been provided with a crisis assessment.

H. Special Terms and Conditions

1. Coordination and Oversight

The assigned Contractor's Project Coordinator will be responsible for the day-to-day coordination of the program operations and problem resolution with respect to mental health clinicians.

BHRS and Contractor will convene regular, bi-weekly to monthly oversight meetings to monitor the progress of the CWCRT Program towards its objectives, quality of care, services adherence issues, and operational issues, and to identify any ongoing work plan. BHRS Contract Manager shall be responsible for overseeing the successful implementation of all the terms in this Agreement.

2. Conflict Resolution

In the event of disagreements or conflicts between the Parties of this Agreement, the disagreement or conflict will be discussed and addressed between the BHRS Contract Monitor and the Contractor's Project Coordinator. If consultation at that level does not resolve the disagreement or conflict, then the issue will be escalated to the BHRS Deputy Director of Adult and Older Adult Services and the Contractor's CEO.

If the disagreement or conflict pertains to and involves the law enforcement agency(ies), the disagreement shall initially be addressed between the BHRS Contract Monitor and the assigned Captain of the relevant Police Department as detailed in the Memorandum of Understanding between the County and the Police Department(s). In the event consultation at that level does not resolve the disagreement or conflict, then the Chief of the Police Department, the assigned Captain, the BHRS Contract Monitor, and BHRS' Deputy Director of Adult and Older Adult Services shall meet and confer and attempt to resolve the matter. Finally, in the event the disagreement or conflict remains, the BHRS Director (or designee) and the Chief of the relevant Police Department(s) shall meet and confer. BHRS will obtain the participation of Contractor in the resolution process, as BHRS determines appropriate.

If the disagreement or conflict pertains to the performance of the Contractor's assigned clinician, the disagreement or conflict will be referred initially to the assigned Contractor's Project Coordinator and the BHRS Contract Monitor. In the event consultation at that level does not resolve the disagreement or conflict, above-noted meet-and-confer steps shall be followed. Finally, in the event the disagreement or conflict remains, Contractor shall remove the assigned mental health clinician and exercise reasonable diligence to identify and provide a qualified replacement.

3. Staffing and Supervision

This Agreement includes two (2) full time mental health clinicians and one (1) full time project coordinator, licensed, or license eligible (LMFT, LCSW) to provide mental health services by appropriate State of California licensing authorities. The Contractor will be responsible for the hiring processes. The mental health clinicians and the project coordinator will have an appropriate level of licensing, training, experience collaborating with law enforcement, knowledge of independent resources and significant clinical experience to deal with the variety of scenarios and client profiles likely to present during CWCRT work.

Contractor shall provide required regular clinical and administrative supervision adhering to the rules and regulations for required supervision hours for a license-eligible clinician.

4. Records and Confidentiality

Records created by the mental health clinicians shall be considered County records, free from the control and direction of the City with which the clinician may be embedded. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

BHRS will train all the CWCRT mental health clinicians on federal, state, and local policies and procedures with respect to the confidentiality and use or disclosure of protected health information of clients as necessary and appropriate to carry out their functions. BHRS will provide mental health clinicians with the appropriate Health System policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any mental health clinician who violates

Federal, State, or local law and policy.

BHRS shall maintain beneficiary (i.e. client) medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (BHRS can maintain records for a longer period if required by other regulations or licenses).

5. Jurisdiction

At no time should the mental health clinicians operate in any jurisdiction other than one of the CWCRT JAG Cities.

6. County Vehicle Use

Contractor's mental health clinicians assigned to a police department under the CWCRT program may drive County vehicles, subject to exceptions granted by the County on a case-by-case basis.

The Parties agree to the Responsibilities, Terms and Conditions, detailed in the County Vehicle Use Agreement MOU that has been signed by both parties and attached to this agreement.

7. County Laptop Use

BHRS will provide each of the approved staff with a County laptop to support the CWCRT Program. The laptops will be the property of BHRS and as such Contractor agrees to the following:

- a. Contractor will develop a user agreement to be reviewed/approved by BHRS for staff to support safety and accountability while using the County laptops.
- b. Contractor's mental health clinicians using the laptops will review and abide by the County's Information Technology Security Policy, Internet Usage Policy, and the Protected Health Information Sanction Policy. The links to each policy is below:

1. <https://hr.smcgov.org/information-technology-security-policy>
2. <https://hr.smcgov.org/internet-usage>
3. <https://hr.smcgov.org/protected-health-information-sanction-policy>

- c. Contractor is responsible for immediate reporting to BHRS administration of any county device that is compromised, stolen, or is currently out of possession from its assigned user.

8. ADMINISTRATIVE REQUIREMENTS

a. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site- Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and

adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state, or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

b. Quality Management and Compliance

i. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to BHRS Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

ii. Record Retention

Section II-G.4 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period if required by other regulations or licenses.

iii. Documentation of Services

Contractor shall provide all pertinent documentation as stated in Section II-A.6 of this Agreement. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals. Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff maybe requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health Documentation Manual located at:
<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

iv. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request, if Contractor is using its own EHR. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractor requiring submission of charts as requested. Contractor is required to provide all necessary documentation for

external audits and reviews within the stated timeline.

9. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments annually.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

10. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website

<http://www.smchealth.org/bhrs/providers/mandpost>.

11. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

12. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates,

receives, maintains, uses, or transmits, in compliance with 45 C.F.R. and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R. Part 2:
 - i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete, and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

13. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24hrs

when there are unusual events, accidents, errors, violence, or significant injuries requiring medical treatment for clients, staff, or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

14. Ineligible Employees

BHRS requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and monthly thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy #93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

15. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete, and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

16. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
- b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

17. Staff termination

Contractor shall inform BHRS, in a timely fashion when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

18. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

19. MediCal Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

20. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

- a. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity(ODE) by September 1st of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- i. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

- ii. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - iii. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender, and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - iv. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire, and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - v. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
- c. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.

- d. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Should Contractor be unable to comply with the cultural competency requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

END OF EXHIBIT A

EXHIBIT B – PAYMENTS AND RATES
FELTON INSTITUTE
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
10/1/2025 – 6/30/2026

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Section 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Section 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed NINE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FIVE DOLLARS (\$932,305).

B. Community Wellness Crisis Response Team

1. Start Up Costs – For the term October 1, 2025 through no later than December 31, 2025, the total amount of start-up funding available to Contractor is a maximum total of TWO HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS (\$275,278). Contractor shall submit invoices for actual start-up costs incurred during the start-up period. All invoices are subject to review and approval by the BHRS Program Manager.
2. CWCRT Services at JAG Cities – For the term October 1, 2025 through June 30, 2026, when Contractor is providing CWCRT services at the JAG Cities, Contractor shall be reimbursed the actual cost of providing services by the onboarded mental health clinician(s). County shall pay up to a maximum of SIX HUNDRED FIFTY-SEVEN THOUSAND TWENTY-SEVEN DOLLARS (\$657,027). Contractor shall submit invoices for actual costs incurred during the period. All invoices are subject to review and approval by the BHRS Program Manager.

3. Start Up Funds shall not be expended once the mental health clinician(s) have been fully onboarded. Contractor shall not be reimbursed for duplicate services resulting from an overlap between the Start Up and CWCRT Services terms.
- C. Contractor will be responsible for all additional expenses incurred during the performance of services rendered under this Agreement, but which have not been included in the budget provided.
- D. Modifications to the allocations in Section A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Section 3 of this Agreement.
- E. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- F. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- G. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- H. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- I. The Parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after finalpayment under contract (Government Code, Section 8546.7).
- J. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- K. Monthly Invoice and Payment
 1. Contractor shall bill County on or before the tenth (10th) working day

of each month following the provision of services for the prior month. The invoice shall clearly report Personnel Expenses, Operating expenses, Benefits, and Indirect Costs. Monthly invoices shall be reimbursed upon successful submission of all required JAG monthly data and reporting.

2. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims submitted more than 90 days after the date of service are considered late claims. County reserves the right to deny payment for invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to BHRS-Contracts-Unit@smcgov.org and the BHRS Crisis Manager/Contract Monitor:

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- N. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

O. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

P. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the contract amount in the following year's agreement.

Q. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

R. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42,

Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- 4. Except as provided in Section V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

END OF EXHIBIT B

Attachment I

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

San Mateo County



**Driving Policy
&
Safe Driver Program**

I. Introduction

I. Introduction

A. Driving Policy Statement

It is the policy of San Mateo County to promote the safety of our drivers and to protect employees and the public from vehicular harm or incident. To help achieve this, the County has a Safe Driver Program that outlines measures to authorize, educate, and monitor our County drivers. Such measures include:

- Periodic and Random Driver Record Checks
- Enrollment in the Department of Motor Vehicles' Employer Pull Notice Program
- Safe Driver Program Training
- Defensive Driver Training
- County Drug and Alcohol Policy and Program for Commercial Drivers
- A Driving Policy document for all employees to read and acknowledge

B. Program Purpose

The purpose of the Safe Driver Program is to unite various County driving policies and procedures into one comprehensive program document. Driving for the County is a privilege and with that comes the expectation that our drivers operate vehicles in a safe and responsible manner. The Safe Driver Program serves to promote these responsibilities and to identify procedures to ensure accountability and compliance with applicable policies and legal requirements.

C. Background

In 2007, the County Manager requested information from the Human Resources Department about how the County tracks vehicle accidents that occur on County time, if the County tracks citations that occur on County time, and if the County has programs or practices in place that are designed to prevent future accidents.

Through the process of researching the answers to these questions, it became clear that County driving information was referenced in various policy documents, procedures have been established but are not effectively communicated throughout the departments, and that a single source was needed to help pull all of the County driving information into a comprehensive written document for easy reference.

In October of 2007, a Safe Driving Steering Committee was formed of department representatives to review the County's current driving policy and procedures with the goal of developing an enhanced County Driving Program designed to educate drivers about safe vehicle operations, accident procedures and disciplinary action, and the responsibilities that comes with County driving privileges.

D. Acknowledgements

The Safe Driving Steering Committee members were instrumental in the evaluation and development of this Driving Policy – Safe Driver Program. A special thank you to the following departments for their contributions:

- County Manager's Office
- San Mateo County Superior Court
- Health Department, Administration
- Health Department, Public Health
- Health Department, Injury Prevention Program
- Human Services Agency
- Human Resources, Employee and Labor Relations
- Human Resources, Risk Management
- Sheriff's Office
- Deputy Sheriff's Association
- Parks
- San Mateo Medical Center
- Public Works, Safety and Training
- Public Works, Vehicles and Equipment Services
- Public Works, Drafting Division
- South San Francisco Fire Department

E. References and Authorities

- County Administrative Memorandums:
 - B-7 Use of Public Parking Spaces
 - B-19 Acquisition and Use of Cellular Telephones
 - B-24 Smoking Control Policy for County-Owned Vehicles

- D-5 Use of Cars for County Business
 - County Employee Relations Handbook
 - California Vehicle Code (CVC)
 - California Insurance Code
 - California Department of Motor Vehicles (DMV)
 - California Driver Handbook
 - California Commercial Driver Handbook
 - California Highway Patrol (CHP)
 - US Department of Transportation (DOT)
 - Federal Motor Carrier Safety Administration (FMCSA)
 - National Highway Traffic Safety Administration (NHTSA)
 - National Safety Council (NSC)
 - OSHA
 - Cal/OSHA
 - National Institute for Occupational Safety and Health (NIOSH)
 - Liebert Cassidy Whitmore
- Employees and Driving, 2007
 - Bill Davis, S.A.F.E. Driver Training Consultant, 1987

V. Motor Vehicle Use

V. Motor Vehicle Use

A. Use of County Vehicles

The County has a fleet of over 1,000 vehicles, including heavy equipment such as industrial trucks and commercial class vehicles. Employees must have a current and valid CA driver's license of the appropriate class, Department approval, and Risk Management authorization (if required) to operate a County vehicle.

B. Fleet Management

The Department of Public Works' (DPW) Vehicle and Equipment Services unit of the Roads Services Division manages and maintains the fleet of County-owned vehicles. Many departments have assigned vehicles for department-specific use. Vehicles may also be checked-out from one of the DPW Motor Pool locations.

If a department chooses to purchase a vehicle separate from the County managed fleet, all maintenance requirements still apply. DPW's Vehicle and Equipment Services can provide specific maintenance requirement information upon request.

C. Motor Vehicle Maintenance

All County vehicles have an assigned maintenance schedule. A maintenance schedule provides for the proper service of County vehicles and helps ensure that they are able to operate in a safe and street legal condition.

The maintenance schedule service reminder is placed on a sticker inside the driver side door of all County vehicles. When a vehicle is due for maintenance, the assigned driver is required to make an appointment with either the Belmont or Redwood City Motor Pool. It is advisable to schedule the maintenance appointment 2 weeks in advance of the designated due date.

Continued use of a vehicle beyond its service date may result in damage to the vehicle. Such usage may be considered abuse of County property and the cost of repairs may be charged to the responsible department or person.

D. Check Out of County Vehicles

Employees are required to complete a DPW Vehicle Dispatch Ticket when checking out a County vehicle for approved County business. The information included will be the driver's name, department name, telephone number and work authorization number. Employees are also required to show their County ID and driver's license to demonstrate that they are valid and current.

E. Motor Pool Locations and Services

- 1. BELMONT MOTOR POOL**
29 Tower Road

San Mateo, 94402

(650) 312-5304

Hours: Monday through Friday 7:30 AM – 5:00 PM

- Auto maintenance and repairs
- Hourly and long term check out of vehicles
- 4 fuel pumps (unleaded and diesel)
- Water and air

2. REDWOOD CITY MOTOR POOL

501 Winslow Avenue

Redwood City, 94063

(650) 363-4037

Hours: Monday through Friday 8:00 AM – 4:30 PM

- Auto Maintenance and Repairs
- Hourly and long term check out of vehicles
- 2 fuel pumps (unleaded)
- 24 hour fuel access with County issued fuel card
- Full-service car wash
- Water and air

3. GRANT CORPORATION YARD

752 Chestnut Street

Redwood City, 94063

Phone 363-4103

Hours: Monday through Friday 6:00 AM – 4:30 PM

Gate access from the Chestnut Street entrance

- 8 fuel pumps (unleaded and diesel)

- Full and Self-service car wash

4. Tow Services

Business Hours – Call the Redwood City Motor Pool at 363-4037 or the Belmont Motor Pool at 312-5304/5581.

After Hours – Call Action Towing at 593-5555

Alternate – Call the County Operator at 573-2222 or 363-4000

F. Use of County Vehicles

1. Department Responsibilities

Departments are responsible for the management of their vehicle fleet. Management responsibilities include:

- Maintain a fleet log of all department vehicles. A fleet log will enable departments to monitor frequency of vehicle use, identify vehicles and/or drivers who may be involved in vehicle incidents, and determine fleet management needs.
- Maintain individual vehicle use logs for each department vehicle. The purpose of a vehicle use log is to identify the authorized driver or drivers, date and time checked out and returned, calculated mileage and purpose of vehicle use.
- Report each vehicle's mileage to Public Works as required for monthly service charges.
- Ensure that department vehicles are returned to a DPW Motor Pool for scheduled and unscheduled maintenance. When vehicles are being serviced, DPW may be able to provide a loaner vehicle.
- Report all vehicle accidents and visible damage to the Motor Pool.

2. Employee Responsibilities

Employees are responsible for oversight of the County vehicle they are assigned or have checked out. Employee responsibilities include:

- Follow department procedures for checking out and completing vehicle use logs.
- Conduct Pre-Use Inspections of a County vehicle before use. This will prevent the vehicle from being driven if there is a serious maintenance need, such as a flat tire, and will also ensure that any visible damage is appropriately reported. Refer to [Appendix E](#) for a Pre-Use Inspection Checklist.
- Promptly report any vehicle damage, operation concerns, and vehicle accidents to your Supervisor or Manager for immediate attention.

- Not conducting personal business when driving a County vehicle.

G. Use of Cars for County Business

([See Appendix F](#))

1. Use of County Cars

County cars may not be used to conduct personal business.

2. Seat Belts

When on County business, whether in County-owned or privately-owned automobiles, drivers and passengers must use seat belts.

If seat belts in County vehicles are in any way defective, the vehicle may not be used and the Motor Pool is to be notified immediately.

All privately-owned vehicles used for County business must have working seat belts.

3. Use of Private Vehicles

Department heads who receive a monthly transportation allowance may not use County cars. Most other County employees have the option of using either a private vehicle or a County vehicle in conducting County business. Department heads can require that certain employees use official County service vehicles. Employees using private vehicles for County business will be reimbursed for their mileage at a rate adopted by the Board of Supervisors.

4. Overnight Assignment of County Vehicles

The following criteria must be used in the overnight assignment of County-owned vehicles:

(1) Continuous On-Call Status

A number of County employees are regularly on-call during other than normal working hours. These employees, primarily in law enforcements, must be able to respond to emergency calls at any time and therefore may be assigned a County vehicle overnight.

(2) Special Equipment

Vehicles with special job-related equipment, such as test equipment or police radios, may be assigned to specific individuals.

(3) Work Location

A vehicle assignment may be made if an employee requires use of a County vehicles to perform his or her job, and if it is in the best interest of the County for that employee to report directly from home to his or her work location.

(4) Vehicle Use Required During Other Than Working Hours

Employees not officially on-call but who must attend frequent night meetings, or who frequently conduct business requiring regular use of a vehicle other than during normal hours, may be assigned a County vehicle overnight.

5. Guaranteed Ride Home

If County vehicles are available, management will authorize the usage to a Rideshare employee on an emergency basis, where applicable.

The County Manager must approve, in advance, overnight vehicle assignments. Department heads must submit written justifications for all County vehicles assigned overnight by February 15 of each year so that the County Manager can determine if overnight assignments should continue. The department head's justification will indicate how one or more of the criteria are met and will include the following information:

- Description of usage;
- Number of trips past year, by month;
- Number of miles driven past year, by month; and
- Property number of each vehicle.

H. Use of Personal Vehicles to Conduct Approved County Business

For employees who use their personal vehicles to conduct approved County business, their vehicles must be regularly serviced and maintained and in good operating condition.

Personal auto liability insurance and vehicle registration are required by the State and, thus, are required for any County employee who drives a personal vehicle to conduct County business.

If an employee is involved in a motor vehicle accident while operating a personal vehicle to conduct approved County business, their personal auto liability insurance is primary. However, employees may file a claim with Risk Management and upon completion of an investigation, if the claim is approved, the employee's deductible may be reimbursed.

I. Use of Rental Vehicles

If an employee is authorized to acquire a rental vehicle to conduct approved County business, the County's auto insurance will be primary and it is not necessary to purchase additional coverage from a Rental Car Agency.

J. Commute Alternatives Program

The County's Commute Alternatives Program offers solutions for employees who are interested in options other than driving personal vehicles to and from their workplace. Such options include monetary incentives for vanpooling, carpooling, walking, bicycling, and using public transportation. For more information about the Commute Alternatives Program, visit their

website at www.smccap.org or email questions to commute@co.sanmateo.ca.us. You can also call (650) 599-7355 to speak with a program representative.

VI. Motor Vehicle Operations

VI. Motor Vehicle Operations

A. Driver Safety Awareness

Safe driving is the responsibility of the driver. There are safety considerations a driver must be aware of to enhance their personal safety and the safety of others.

1. Distracted Driving

- Nearly 80% of crashes involve some form of driver inattention.
- Avoid distractions such as adjusting the radio or other controls, eating or drinking, and talking on the phone.
- Cell phone use is the most common distraction for drivers. Talking, listening and dialing are equally dangerous. Hands-free cell phone conversations are as distracting as those on a hand-held device.
- If you are concerned about distractions from passengers and clients, ask that they refrain from their actions until you have reached your destination.

Examples of Distracted Driving include:

- Talking to passengers
- Adjusting vehicle climate/radio controls
- Eating a meal/snack
- Using a cell phone and/or texting
- Tending to children
- Reading a map/publication
- Grooming
- Preparing for work

2. Fatigue

Just like drugs or alcohol, fatigue slows reaction time, decreases awareness and impairs judgment. The drivers at the highest risk are people that drive a substantial number of miles each day, those with unrecognized sleep disorders, and those prescribed medication with sedatives.

Recognize the symptoms of fatigue:

- Eyes closing or going out of focus
- Persistent yawning
- Irritability, restlessness, and impatience
- Wandering or disconnected thoughts
- Inability to remember driving the last few miles
- Drifting between lanes or onto the shoulder
- Abnormal speed, tailgating, or failure to obey traffic signs
- Back tension, burning eyes, shallow breathing or inattentiveness

Safety tips for fatigue:

- Maintain a regular sleep schedule that allows adequate rest.
- Avoid driving if fatigued. Inform your Supervisor so that driving responsibilities can be rescheduled or reassigned.

3. Defensive Driving

Driving defensively means not only taking responsibility for yourself and your actions but also keeping an eye on other drivers around you.

- Make sure that all passengers are secured by a seat belt before starting a vehicle.
- Driving too fast or too slow can increase the risk of collisions.
- Be alert and look for signs of impaired drivers around you. Notice if they are straddling the center line, weaving, making wide turns, stopping abruptly or responding slowly to traffic signals.
- Avoid impaired drivers by turning right at the nearest corner or exiting and the nearest exit. Call 9-1-1 immediately after seeing a motorist who is driving suspiciously or impaired.
- Follow the rules of the road. Do not hinder the “right of way” or try to race another car during a merge. Be respectful of other motorists and pedestrians.
- Do not follow too closely or tail gate other vehicles. Always use the “three-second” following distance as a minimum rule.

4. Avoid Aggressive Driving

- Be patient and courteous to other drivers.
- Do not take other drivers' actions personally.
- Reduce your stress by planning your route ahead of time, allowing plenty of travel time, and avoiding crowded roadways and busy driving times.

Examples of Aggressive Driving include:

- Tailgating
- Making rude gestures
- Passing on the shoulder
- Pulling into a parking space someone else is waiting for
- Failing to yield to merging traffic
- Flashing high beam headlights at the car in front of you
- Waiting until the last second to merge with traffic on the highway
- Changing lanes without signaling
- Driving through a yellow light that is turning red
- Honking the horn
- Double parking
- Driving 10 mph or more under the speed limit

5. Weather

a) Driving in the Rain

Losing control of a vehicle on wet pavement is a frightening experience. To prevent skids and hydroplaning, drive slowly and carefully. When you need to stop, do not brake hard or lock the wheels. If the conditions are too dangerous, pull over in a safe place until conditions improve.

b) Driving in the Fog

Visibility may be greatly reduced depending on the thickness of fog. Drive slowly and be aware of vehicles around you. Hazard lights can help enhance your visibility

to other drivers. If the conditions are too dangerous, pull over in a safe place until conditions improve.

c) Headlight Requirement

State law requires that headlights are to be turned on if snow, rain, fog, or low-visibility (1,000 feet or less) requires the use of windshield wipers.

6. Driving at Night

Driving at night is more of a challenge than many people think. 90% of a driver's reaction depends on vision and vision is greatly limited at night. Depth perception, color recognition, and peripheral vision are compromised after sundown.

The National Safety Council recommends the following:

- Prepare your car for night driving. Clean headlights, taillights, signal lights and windows (inside and out) once a week.
- Have your headlights properly aimed. Misaimed headlights blind other drivers and reduce your ability to see the road.
- Don't drink and drive. Not only does alcohol severely impair your driving ability, it also acts as a depressant. Just one drink can induce fatigue.
- Reduce your speed and increase your following distances.
- Observe night driving safety as soon as the sun goes down. Twilight is one of the most difficult times to drive because your eyes are constantly changing to adapt to the growing darkness.
- State law requires that headlights are to be turned on 30 minutes after sunset and that they are left on until 30 minutes before sunrise.

7. Impaired Driving

It is important for drivers to have a clear head and a sharp focus. Alcohol and drug use interferes with our ability to make sound judgments and quick decisions. It is critical that drivers make the decision to drive alert before getting behind the wheel. Not only will you be a safer driver for not driving under the influence, you will also be in a much better position to defend yourself from the driver who doesn't make that choice. Drive focused. Stay safe.

a) San Mateo County Drug Free Workplace Policy

(Excerpt) It is the policy of the County to maintain a drug free workplace. The illegal manufacture, distribution, possession, or use of drugs, or acting under the influence of drugs, in this workplace is strictly prohibited. Penalties may be imposed upon employees for drug violations, up to and including termination of employment.

8. Parking Lots

Parking lots harbor many hazards, including low visibility of pedestrians, stationary objects (such as poles), and moving vehicles. Take extra caution when entering into and backing out or parking stalls or lanes to prevent a collision.

9. Redwood City Government Center Parking Garage

([See Appendix G](#))

(1) Speed Limit

The speed limit while driving inside the parking structure should never exceed 13 miles per hour. Always reduce speed and be extra cautious when turning corners. Racing to beat vehicles to the next level is extremely dangerous.

(2) Spaces Identified as “Compact” at the Corners

Large vehicles are not allowed to park in the spaces immediately adjacent to all turns. These spaces are clearly marked. This is essential to visibility around the corners.

(3) Pulling Forward into Parking Spaces

Please drive forward into your parking stall. Do not back into the stall. Backing your vehicle out of the parking space is slower and allows greater visibility. We also have sustained damage to the parking structure because the rear overhand of many vehicles is much longer than the front overhand and vehicles hit the structure.

(4) Headlights

Headlights must be turned on at all times while your vehicle’s engine is running in the parking garage. Headlights are essential for you to see others as well as helping others see you.

(5) Pedestrian Traffic

Drivers need to be especially aware of pedestrian traffic, including children, in the garage and must proceed cautiously at all times.

(6) Stop at Stop Signs

Please obey all stop signs in entering and exiting the garage and surrounding premises.

10. Gates and Overpasses

Gates and overpasses are size restrictive so it is important that you are aware of the dimensions of the vehicle you are driving. If you are unsure that your vehicle will clear a gate or overpass, find an alternate route or request assistance in guiding you through safely.

11. Rural Roads

The County has remote facilities that may have rural access roads. Rural roads tend to have minimal lighting and may be narrow and winding. Take extra caution when driving on these roads, especially if you are unfamiliar with the particular route. Be aware that when two vehicles meet on a steep road where neither can pass, the vehicle facing downhill must yield the right-of-way until the vehicle going uphill can pass. The vehicle facing downhill has the greater amount of control when backing.

12. Roadway Work Zones

Most drivers will encounter active roadway work at some time while driving. Tips from the National Safety Council for driving safely in roadway work zones include:

- **Expect the unexpected.** Normal speed limits may be reduced, traffic lanes may be changed, and people may be working on or near the road.
- **Slow down.** Speeding is one of the major causes of work zone crashes.
- **Do not tailgate.** Keep a safe distance between you and the car ahead of you. The most common crash in a highway work zone is the rear end collision.
- **Keep your distance.** Keep a safe distance between your vehicle and the construction workers and their equipment.
- **Pay attention to the signs.** The warning signs are there to help you and other drivers move safely through the work zone. Observe the posted signs until you see the one that says you have left the work zone.
- **Obey road crew flaggers.** The flagger knows what is best for moving traffic safely in the work zone. A flagger has the same authority as a regulatory sign, so you can be cited for disobeying his or her directions.
- **Stay alert and minimize distractions.** Dedicate your full attention to the roadway and avoid changing radio stations or using cell phones while driving.
- **Keep up with the traffic flow.** Motorists can help maintain traffic flow and posted speeds by merging as soon as possible. Do not drive right up to the lane closure and then try to barge in.
- **Expect delays.** Schedule enough time to drive safely and check radio, telephone, television and web sites for traffic information.
- **Be patient and stay calm.** The work zone crewmembers are working to improve the road and make your future drive better.

13. Passenger Vans

- When not full, have passengers sit in front of the rear axle
- Do not allow passengers over the maximum seating capacity or more than the available seatbelts.

B. Cell Phone Use Policy

The use of County issued hands free devices is required when talking on cell phones while an employee is driving their own car or a County car for County business purposes. In addition, it is recommended that all County employees pull off the roadway before initiating a call or answering a call ([see Appendix H](#)).

For employees who use personal cell phones to conduct County approved business, a hands-free device is required when talking while driving a private-owned or County-owned vehicle.

C. Child Seat Policy

Any child who is transported by County employees is to be properly restrained.

- Per State law, children who are under 6 years of age or weigh less than 60 pounds are to be properly restrained in a child passenger restraint system in the rear seat of a vehicle.
- The National Highway Traffic Safety Administration (NHTSA) and the American Academy of Pediatrics recommend that children remain in booster seats until they are 8 years or age or 4 feet 9 inches tall.
- Car manufacturers and the NHTSA recommend that all children 12 years and younger should ride in the rear seat. Rear seat occupants of all ages are 40% less likely to die in a crash than front seat occupants.

1. Child Passenger Restraint System Standards

Child Passenger Restraint Systems must meet federal and state motor vehicle safety standards and are to be in good condition.

- Car seats over 6 years of age are not recommended for use, even though they may appear to be in good condition.
- Vehicle owner manuals and car seat instruction manuals should both be used to install every child restraint system.
- Child Passenger Restrain Systems are to fit properly into the vehicle for which they are being used.
- A child may not ride in the front seat with an active passenger bag if:
 - Under one year of age

- Weighs less than 20 pounds
- Riding in a rear facing Child Passenger Restraint System

2. 4 Steps for Kids ([See Appendix I](#))

(1) Step 1: Rear Facing Seats

- Newborns and infants up to 20-35 pounds.
- Babies must ride rear-facing until one year of age AND at least 20 pounds. However, it is recommended that infants remain rear facing until they reach the height and weight limitations of the car seat.
- Infants typically transition from an infant carrier seat to a rear-facing convertible seat at about 22 pounds or 29 inches (see infant seat instruction manual), THEN ride-rear facing through about 30-35 pounds (see convertible seat instruction manual).
- Infant carrier seats can never be used forward facing.

(2) Step 2: Forward Facing Seats

- A minimum of one year of age AND at least 20 pounds. However, the best practice is to have the child face forward only after they exceed this minimum and the rear facing height or weight limit of their convertible car seat.
- Select convertible or forward facing seats that restrain children above 40 pounds if possible. Better seats harness a child through 50-80 pounds, depending on individual seat instructions.
- Some forward facing seats can be converted to a belt-positioning booster after child reaches 40 pounds. See manufacturer's instructions.

(3) Step 3: Booster Seats

- For children over the weight or height limit of available harness seats, ideally for children over 40 pounds.
- Must be used with a lap and shoulder belt.
- Lap belt fits low and across hips.
- Shoulder belt must cross the collarbone and center of chest.

(4) Step 4: Seat Belt

- Children do not typically outgrow their booster seats until they are 8 years of age or 4 feet 9 inches tall.
- May use seat belts if:
 - Lap belt lies across the upper thighs
 - Shoulder belt lies across the chest
 - Can bend legs easily over the edge of the seat with rear end firmly against the seat back
 - Can comfortably maintain safe seatbelt positioning for the entire drive
- Must be in the back seat unless exempt.
- NHTSA recommends all children 12 and under should be in back seat.

3. Child Car Seat Inspections

The San Mateo County Sheriff's Office is committed to child safety. Free child car seat inspections are performed:

(1) Tuesdays at the North Fair Oaks Substation

9:00 AM to Noon

3121 Middlefield Road, Redwood City

To schedule an appointment, please call **School Resource Unit** at 650-363-4531

(2) Mondays at the North Coast Substation

9:00 AM to Noon

500 California Avenue, Moss Beach

To schedule an appointment, please call **North Coast Substation** at 650-573-2801

Appointments are 1 hour per seat. If there are more than 2 seats, please make two appointments, back-to-back hours.

For more information on Child Passenger Restraint Systems, you can contact the San Mateo County Childhood Injury Prevention Program at 650-573-3728 or check the Health Department's website: <http://www.smhealth.org/>

D. Use of Public Parking Spaces Policy

Metered and non-metered curbside parking spaces near county buildings are not intended for all-day employee parking. They are for transient public parking and for residents who live in the area.

County employees should park their vehicles in the county parking lots or in designated public all-day metered spaces. Employees taking time out from their work day during the day to “feed the meter” or to move their cars from restricted parking zones misuse county time as well as the residential space and transient parking space designed for use by the public we serve. Department heads who are aware of employees parking in public spaces, or to whom such parking is reported, should take steps to assure it is discontinued ([see Appendix J](#)).

E. Bridge Toll Policy

County vehicles are not exempt from bridge tolls. Employees who drive over bay area bridges to conduct approved County business must pay the current toll fee. Drivers should ask the toll agent for a receipt to include with a mileage reimbursement form.

F. Disabled Parking and Red Zones

County vehicles are not to park in designated disabled parking stalls or red zones without appropriate authorization, such as a disabled parking placard or when in an authorized emergency vehicle.

G. Mileage Reimbursement Policy

Except where indicated below, the County does not reimburse employees for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Human Resources Director whose decision shall be final. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will change its rate to coincide with the rate set by the IRS, as soon as possible.

Definition of Regular Work Location: The County facility(ies) or designated area(s) within the County where an employee reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of 20 consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments that extend beyond 20 days may be considered for a mileage reimbursement eligibility extension not to exceed a total of twenty (20) additional workdays. All approval authority for extensions rests with the Human Resources Director whose decision shall be final.

An employee is entitled to mileage reimbursement under the following conditions:

1. Once an employee arrives at his/her regular work location, any subsequent work related travels in the employee’s own vehicle shall be eligible for mileage reimbursement.

2. a) If an employee uses his/her own vehicle for travel to and from any required training program or conference, the employee shall be entitled to mileage reimbursement for all miles traveled unless the employee is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the employee's regular work location.
- b) If an employee uses his/her own vehicle for travel to and from any optional work related training program or conference the employee may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. An employee who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.
4. An employee who is required to engage in any work related travel at the conclusion of which the employee's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence.

Exceptions to the above policy may be considered on a case-by-case basis by the Human Resources Director, whose decision shall be final. ([See MOU on Employee Relations web site](#))

H. Fuel Conservation

With the high cost of gasoline and limited funding resources, County drivers are encouraged to take these following measures to help conserve fuel:

- **Limit idle time.** Avoid excessive sitting and idling. Shut off the engine while waiting or working in the field. If possible, plan your route to be the shortest distance possible. Also, modern vehicles are designed to warm up much quicker and in a matter of seconds. Pressing on the accelerator is not necessary when starting a vehicle that has a fuel injection system. By law, diesel trucks are required to shut down after 5 minutes of idle time.
- **Maintain recommended tire pressure.** Tires account for 4% - 7% of a vehicle's fuel consumption. If tires are not properly inflated, they contribute to a higher percentage of fuel consumption. The recommended tire pressure is available in the vehicle manual. Do not check tire pressure when the tires are warm from driving. If you are concerned about the tire pressure on a County vehicle, take it to a Motor Pool for a mechanic to check.
- **Remove excess cargo.** Remove excess cargo to lighten the weight of a vehicle.
- **Drive gently.** Avoid sudden acceleration and jerky stop-and-go driving. Anticipate the traffic patterns ahead and adjust speed gradually. Also, monitor speed levels at all time to ensure that the posted speed limit is adhered to.

- **Engine performance.** A well-maintained engine operates more efficiently and will get better fuel mileage. Do not procrastinate in turning in County vehicles for routine preventative maintenance.
- **Check out a hybrid vehicle.** Request to reserve or check out a hybrid vehicle from one of the County Motor Pool locations. (Hybrid vehicles are only available on a first come-first serve basis.)

2020 JAG Federal Award Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

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" (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>. 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>. 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.

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/>. 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> (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 award¹

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) and (2).

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) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

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) and (2).

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.

¹ Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in *California v. Barr*, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020)

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/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

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

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 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 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 "highrisk" for purposes of the DOJ high-risk grantee list.

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.

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 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.

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.

[Intentionally Omitted: award conditions 31 through 41, as originally set out in the award document, per [OJP Notices No. 41](#), [No. 42](#), [No. 43](#), and [No. 47](#).]

42. Cooperating with OJP Monitoring

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

43. 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 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).

44. 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.

45. 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.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must 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, or provide detailed justification for why an alternative approach is recommended.

47. 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, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICSrelevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

55. "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.

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.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

57. 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 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.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. 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 trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (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.

59. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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

Ballistic-resistant and stab-resistant body armor purchased with JAG 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.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

62. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance

Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

65. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

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 (October 1, 2019), 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 that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

66. 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.

67. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).

68. 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.

69. Withholding of funds: Required State Strategic Plan submission

The recipient may not obligate, expend, or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

70. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. SORNA final agency decision – Appeals

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-

248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

2021 JAG Award Federal Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. 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 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 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 2021 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>.

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.

2. 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 200.1) 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

PRI to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

3. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers 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, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, 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>. 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.

4. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5. 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.

6. 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" (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.

7. 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.

8. 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.

9. 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."

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

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.

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

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 "Post award Requirements" in the "DOJ Grants Financial Guide").

12. 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.

13. 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.

14. 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 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.

15. 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.

16. 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.

17. 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.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.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.

19. 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.

20. 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.

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).

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/>) 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.

21. 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 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.

22. 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.

23. 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>.

24. 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/>. 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> (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).

25. Restrictions on "lobbying"

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <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> (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).

26. 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.

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.

27. 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.

28. 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.

29. 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 Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30. 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>.

31. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 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 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 \$30,000, 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).

32. Cooperating with OJP Monitoring

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

33. 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.

34. 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.

35. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https:// it.ojp.gov/ gsp_grantcondition](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, or provide detailed justification for why an alternative approach is recommended.

36. 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, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42. "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.

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.

43. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. 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 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.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. 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 trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (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.

46. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 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 (October 1, 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 an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. 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. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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

Ballistic-resistant and stab-resistant body armor purchased with JAG 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.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55. 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.

56. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the

recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

57. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

58. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

2022 JAG Award Federal Conditions.

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.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.

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 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 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 2022 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>.

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. 200.334.

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. 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 200.1) 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.

4. 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://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers 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 October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, 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>. 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.

6. 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.

7. 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" (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.

8. 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.

9. 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.

10. 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."

11. 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.

12. 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").

13. 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.

14. 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.

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 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. 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.usdol.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.

17. 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.

18. 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.

19. 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.

20. 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.

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).

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/>) 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.

21. 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 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.

22. 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.

23. 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.

24. 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/>. 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> (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).

25. 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.

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.

26. 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.

27. 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.

28. 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 Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29. 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>.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 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 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

\$30,000, 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).

- 31.** 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).

32. 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.

33. 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.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must 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, or provide detailed justification for why an alternative approach is recommended.

35. 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, unless the recipient can demonstrate

to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance

measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

- 43.** The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. 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 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.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. 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 trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (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.

- 46.** All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

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 (October 1, 2021), 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 an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. 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. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement,

prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

54. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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. 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 and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

55. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 56.** The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

- 57.** "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.

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.

- 58.** 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, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

59. BJA- JAG - Withholding of funds for program narrative

Withholding of funds: Program narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Condition Modification has been issued to remove this condition.

60. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

61. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

62. BJA- JAG - Withholding of Funds for State Strategic Plan submission

Withholding of funds: Required State Strategic Plan submission

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.

63. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

- 64.** In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Title

County of San Mateo

12/02/2022

by **Connie Juarez-Diroll** in **Edward Byrne Memorial Justice Assistance Grant Program Application**

id. 34217785

cjuarez-diroll@smcgov.org

Original Submission

12/02/2022

The Edward Byrne Memorial Justice Assistance (JAG) Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the JAG Grant Program Application until all questions with a red asterisk have been completed. Applicants may reference the JAG Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG Instruction Packet is available on the BSCC website at: http://www.bscc.ca.gov/s_bsccjag/. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION

This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.

Name of Applicant

County of San Mateo

Applicant's Physical Address

**2000 Alameda De Las Pulgas
Ste. 280
San Mateo
CA
94403
US**

Applicant's Mailing Address
(If different than physical address)

n/a

Mailing Address for Payment

**2000 Alameda De Las Pulgas
Ste. 280
San Mateo
CA
94403
US**

Tax Identification Number

94-6000532

Federal Employer ID

94-6000532

Unique Entity Identifier (UEI)

MFRTNKE5KP7

Grant Funds Requested

3067989.0

Lead Public Agency

County of San Mateo

Multi-County Partnerships

n/a

Multi-County Partnerships

n/a

Multi-County Partnerships

n/a

Project Title

Community Wellness and Crisis Response Team

Program Purpose Areas
(PPA)

Applicants are required to apply for the Program Purpose Areas (PPA) and Priority Areas of Need identified in the JAG Instruction Packet (Page 5). A total of five PPAs are identified: PPA 1: Law enforcement programs PPA 2: Prosecution and court programs PPA 3: Prevention and education programs PPA 5: Drug treatment and enforcement programs PPA 8: Mental health programs and related law enforcement and corrections programs Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.

Law Enforcement Programs
(PPA 1)

n/a

Prosecution and Court
Programs (PPA 2)

n/a

Prevention and Education
Programs (PPA 3)

n/a

Drug Treatment and
Enforcement Programs (PPA
5)

n/a

Mental Health Programs and Related Law Enforcement and Corrections Programs (PPA 8)	Crisis intervention teams Co-responder initiatives (law enforcement and mental health clinicians working together to respond to calls for service involving a person experiencing a behavioral health crisis)
Proposal Summary	San Mateo County proposes to expand its Community Wellness and Crisis Response Team initiative to improve public safety and mental health by creating cross-sector collaboration and coordination among law enforcement and mental health services agencies throughout the county. First launched in 2021 as a pilot, the co-response program establishes the presence of a full-time mental health clinician within city police agencies, to be dispatched on 911 calls with a known or suspected mental health component. For the expanded project, we are working with the East Palo Alto, Menlo Park and San Bruno police departments, and clinical partners BHRS and StarVista.
SECTION II - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Shirley Chu
Project Director's Title with Agency/Department/Organization	Clinical Services Manager II, Behavioral Health and Recovery Services
Project Director's Physical Address	1950 Alameda De Las Pulgas San Mateo CA 94403 US
Project Director's Email Address	schu@smcgov.org
Project Director's Phone Number	+16504215181
Financial Officer	Janet Gard
Financial Officer's Title with Agency/Department/Organization	Deputy Director, Finance & Administration, Behavioral Health and Recovery Services
Financial Officer's Physical Address	2000 Alameda De Las Pulgas San Mateo CA 94403 US
Financial Officer's Email Address	JGard@smcgov.org
Financial Officer's Phone Number	+16502071961
Day-To-Day Program Contact	Shirley Chu
Day-To-Day Program Contact's Title with Agency/Department/Organization	Clinical Services Manager II, Behavioral Health and Recovery Services
Day-To-Day Program Contact's Physical Address	1950 Alameda De Las Pulgas San Mateo CA 94403 US
Day-To-Day Program Contact's Email Address	schu@smcgov.org
Day-To-Day Program Contact's Phone Number	+16504215181
Day-To-Day Fiscal Contact	Juilien Ling
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Accountant II, Behavioral Health and Recovery Services
Day-To-Day Fiscal Contact's Physical Address	2000 Alameda De Las Pulgas San Mateo CA 94403 US
Day-To-Day Fiscal Contact's Email Address	JLing@smcgov.org

Day-To-Day Fiscal Contact's Phone Number	650-573-2378
Name of Authorized Officer*	Jei Africa
Authorized Officer's Title with Agency/Department/Organization	Director of Behavioral Health and Recovery Services, San Mateo County
Authorized Officer's Physical Address	1950 Alameda de Las Pulgas San Mateo CA 94403 US
Authorized Officer's Email Address	JAfrica@smcgov.org
Authorized Officer's Phone Number	+16505732541
Authorized Officer Assurances	checked
SECTION III - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the JAG Instruction Packet.
Proposal Narrative Instructions	The Proposal Narrative must address the Project Need, Project Description, Collaboration, Capability and Qualifications, and Project Evaluation and Monitoring Rating Factors as described in the JAG Instruction Packet (Pages 21-24). When responding, clearly identify each Rating Factor section that is being addressed (i.e. Project Need, Project Description, etc.). The Proposal Narrative may not exceed 33,556 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 15 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submit the JAG Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the JAG Instruction Packet (Page 21).
Proposal Narrative	Section 1: Project Need 1.1 Need(s) addressed. San Mateo County (SMC) proposes to expand our Community Wellness and Crisis Response Team (CWCRT) pilot initiative to address the need for co-response teams composed of police officers and mental health clinicians. We know that residents in crisis typically call 911, and that police, fire, or medical personnel are dispatched in response—all of whom lack clinical mental health expertise. Further, the county's mental health services to support those experiencing crises (SMC Assessment and Referral Team, Psychiatric Emergency Response Team, and affiliated programs at school), go largely underutilized during emergencies. Moreover, we learned via the pilot that only 8% of police request mental health support in responding to a crisis, and officers request clinicians for non-medical calls about only 1% of the time—yet 20% of all non-medical calls involved a mental health emergency (e.g., mental distress, suicide, trauma) (Sources: City of San Mateo, Policing Data Transparency, 2022; Police records, CWCRT pilot cities). When clinicians are not dispatched or present onsite, 911 calls can lead to deadly confrontations between police officers and those in crisis. Prior to our CWCRT pilot, there were a number of cases throughout the county that resulted in fatal police encounters with unarmed individuals struggling with mental health issues. These individuals were tased and later died. Our expanded program will serve as a mental health tool to avoid such tragedies. As one SMC Supervisor observed, “people suffering from a mental illness are often dealing with serious conditions by the time they have a run-in with the cops, leading to altercations that can result in serious injury or even deaths. Some of the incidents have been heartbreaking. The pilot is a response to that; I just thought there must be something we can do better” (Source: The Almanac, 2021). In 2021, SMC launched the CWCRT program in direct response to community demands for “better outcomes” in situations where law enforcement comes into contact with individuals in crisis. Recognizing the importance of the role of the first responder in affecting positive outcomes, and knowing that most people call 911 during emergencies, the solution was clear: create a first-responder model that teamed police officers with clinicians, and dispatch both to the scene. Once onsite, the clinicians can de-escalate the crisis, and add empathic engagement (using trauma-informed techniques), clinical assessment, and follow-up resources to support clients and families—and divert a deadly encounter and mitigate criminal justice involvement. For the pilot, currently in year two of a two-year program, we selected the county's four largest cities as demonstration sites: Daly City, Redwood City, San Mateo and South San Francisco. We partnered with county Behavioral Health and Recovery Services (BHRS), which contracted with StarVista, a health services nonprofit, to develop the co-response model and staff city police agencies with full-time mental health clinicians. Long-term, the goal was not only to achieve better outcomes, but reduce recidivism, increase utilization of resources, empower clients to proactively self-advocate, and close the trust gap between law enforcement and communities. SMC now proposes to continue to improve public safety and mental health by deepening the cross-sector collaboration and coordination begun with our pilot among law enforcement and mental health agencies in handling responses to emergency calls and mental health crises to achieve better outcomes. This strategy is directly aligned with JAG purpose area Mental Health and Related Law Enforcement Programs and corresponding priority areas: 1) establish crisis intervention teams; 2) establish a co-responder initiative, and 3) provide general mental health services to mitigate crises. 1.2 Service gaps. For the 2021-22 pilot, city selection was based on population size (the four largest cities) with

the assumption they would also have the highest volume of mental health calls—and this was true in all but one case. For the 2023-2026 CWCRT project, we are targeting the next three high-need cities based on the number of logged mental health-related 911 calls. In the 11-month January-November 2022 period, the cities with the largest number of mental health calls (apart from pilot sites) were: East Palo Alto (197), Menlo Park (180), and San Bruno (199).

1.3 Racial/ethnic disparities. In SMC, black residents are three times more likely to be arrested than white residents (Source: Public Policy Institute of California). And yet, black residents make up only 2.8% of the county overall population, while white residents represent 58%, followed by Asian (32%) and Hispanic (24%). SMC is second in arrest rate racial disparities only to San Francisco among all California counties.

While instances of abuse and violent crime have been trending downward in the county since 2020: 226.3 per 100K (CA DOJ, 2022), perceptions about community safety have not changed and most residents still rate neighborhood safety as fair or poor (SMC Health & Quality of Life Survey, 2020). Our county's number one impact goal remains the reduction of crime and increased life expectancy (Shared Vision 2025); likewise, our top priorities are to address: 1) violence and abuse, 2) mental health; and, at their intersection, 3) racial and ethnic disparities.

1.4 Relevant local data. Findings from the CWCRT pilot evaluation (year 1) provide preliminary data to understand and contextualize the need in SMC for such a program. The evaluation was designed and conducted by Stanford University's Gardner Center. Based on data collected via official police records and documents, interviews, and observations:

Quantitative

- 121,065 of the 911 calls in the four pilot cities were non-medical
- 20% of non-medical calls involved mental distress, suicide, or other mental issue
- 12% of 911 call responses involved a law-enforcement-officer-initiated request for clinician dispatch; this tapered off to 7%-2% (depending on the city) as the program progressed

Qualitative

- The co-response model is working as designed: officers are taking the lead in securing public safety, clinicians are taking the lead on assessing individuals in crisis and recommending an appropriate response; together they determine the most appropriate response to resolve immediate and long-term crisis.
 - Clinicians are providing much-welcomed support and assistance to police officers.
- Officers are reporting feelings less strained as a result of clinician partnerships. Community members are reaching out to the clinicians directly or walking into police departments and requesting to see them individually.

Citation: CWCRT Pilot Program: September 2022 Interim Report

Findings suggest: 1) a need to team clinicians with law enforcement to respond to 911 calls; 2) a need to encourage and increase law enforcement requests for clinicians; 3) an increasing demand by residents for clinical response to 911 calls; and 4) the co-response model is working.

1.5 Justification. The proposed project fits hand-in-glove with JAG's Mental Health and Related Law Enforcement Programs, and corresponding priority areas. Moreover, there is ample evidence to suggest our intervention will work, including our own pilot study, now in its second year. Research findings reveal that co-response teams: de-escalate crises; make service connections; reduce the burden to both the criminal justice and healthcare systems; and are cost effective. In fact, the cost savings are significant, with a cost decrease in both hospitalizations and incarcerations. Estimated cost savings nationally is about \$350,000 per year per co-responder, based on an average of 60 in-person contacts per month (Source: The Pros and Cons of Co-responder Programs, 2021). There are also significant benefits to the community and individuals: individuals in crisis report feeling less threatened and stigmatized in interactions with co-responder teams than interactions with law enforcement alone (Maximizing Benefits of Behavioral Health in Co-responder Programs, 2020). Additionally, serious mental illness causes \$193.2 billion dollars in lost earnings each year nationally, or an average of \$16,302 fewer earnings per person (National Alliance on Mental Illness). Finally, JAG funds would support the expansion of an evidence-based program that is both replicable and scalable, will add to the evidentiary research, and aid the achievement of SMC priorities and goals.

Section 2: Project Description

2.1 Description. Goals & Objectives: SMC is proposing to expand our CWCRT pilot program. The goal is to improve public safety and mental health by creating cross-sector collaboration and coordination among law enforcement and health and human services agencies throughout the county.

First launched in 2021 as a pilot, CWCRT establishes the presence of a mental health clinician within city police agencies. Each department collaborates with a full-time clinician, who is dispatched on 911 calls with a known or suspected mental health component. This results in the combined expertise and resources of law enforcement and mental health professionals so the public can be served effectively and efficiently, and outcomes improved. For this grant, SMC will partner with three cities, East Palo Alto, Menlo Park and San Bruno, and our pilot clinical partners, BHRS and StarVista, to implement new co-response teams.

Measurable objectives. Short-term outcomes: Reduce the use of deadly force, number of arrests, 5150 holds, criminal offenses and case-to-incident ratios. Long-term outcomes: Reduce criminal justice involvement, police bias and recidivism, and improve the experience of those receiving emergency services.

Services/interventions: There are four core components to the program: 1) Dispatch: a co-response team is dispatched to 911 calls with a known or suspected mental health crisis; 2) Co-Response: the team de-escalates the crisis, assesses clients for risks, provides appropriate interventions, and guides to appropriate health services; 3) Continuum of Care: clinicians follow-up with clients to connect them to Behavioral Health and Recovery Services or other community resources; and 4) PD: training is provided by SMC BHRS and StarVista consultants to build co-response team capacity.

Length/Duration: Clinicians will be partnered with agencies M-F, 10 am to 6 pm.

Project needs are addressed by implementing a program that directly responds to the needs of 911 callers who are experiencing mental health crises – by creating a co-response team of police officers and clinicians who will

work together to manage and de-escalate crises with the goal of reducing negative outcomes.

Intent of JAG is addressed by aligning with Mental Health And Related Law Enforcement Programs, and 1) establishing crisis intervention teams, 2) establishing a co-responder initiative, and 3) providing mental health services to mitigate crises.

Disparities are addressed by: dispatching clinicians on emergency calls to ensure crises are de-escalated; improving law enforcement and mental health collaborations in response to mental health crises; optimizing responses to individuals experiencing crises, especially people of color; and reducing strain on emergency services and systems. We anticipate that cross-sector collaborations will mitigate bias-related responses, and reduce the use of deadly force, the number of arrests, 5150 holds, and involvement with the criminal justice system and recidivism.

Trauma-informed care is inherently incorporated in our project design by dispatching mental health clinicians to emergency calls. Clinicians are guided by the principles of trauma-informed care by being mindful of clients' unique life experiences and need for safety, choice, individual empowerment, and self-advocacy. All services will be delivered with consideration for race, religion, gender, sexual orientation, and SES status.

2.2 Target population are individuals of any gender, age, race, and offense history, who reside in one of the three participating cities and call 911. The cities were selected based on their volume of mental health-related calls. All residents who call 911 for a non-medical emergency are eligible for participation. Below are the cities' demographics and crime statistics (Sources: US Census, respective PDs).

- East Palo Alto: population: 28,847: 35.2% White; 12% Black; 6% Asian; 60.6% Hispanic. In 2021-22, there were 38,189 calls for service; of these, 197 were mental health related. There were 4,588 offenses; the largest was theft at 1,356; among violent crimes there were 29 assaults, 5 rapes, and 0 homicides.

- Menlo Park: population: 32,475: 65.4% White; 4.3% Black; 15.2% Asian; 15.8% Hispanic. In 2021-22, there were 20,000 calls for service; of these, 180 were mental health related. There were 903 crimes in all, including 584 larcenies, 73 domestic violence incidents, 16 assaults, 6 rapes, 6 officer assaults, and 0 homicides.

- San Bruno: population: 42,275: 42.1% White; .8% Black; 31.2% Asian; 30% Hispanic. There were 199 mental-health-related calls. The overall rate is 2,748 (per 100K residents); rates for high volume and violent crimes are: 1,620 for larceny, 442 for assault, 19, rape, and 2.1 for murder.

The plan to serve participants (city residents in crisis) is directly tied to our goals to improve public safety and mental health. To do this, we will deepen cross-sector collaboration and coordination among law enforcement and health and human services. Mental health clinicians will be dispatched on non-medical emergency calls, so they can administer mental health and/or social services to callers in need, and in the process de-escalate crises, and reduce the use of deadly force, arrests, 5150 holds, racial-ethnic bias, involvement with the criminal justice system, and recidivism.

The strategy for sustained engagement involves a Continuum of Care. This is one of the project's core components, and ensures that mental health clinicians follow up with recipients to connect them to resources through our partner, BHRS and Psychiatric Emergency Services, to strengthen the coordination of care and reduce reliance on 911 as a primary mental health resource. Dispatched clinicians will also create safety plans and conduct 5150 evaluations and holds, or clinical analysis of participants to determine appropriate services. Pilot findings also show that clinicians are taking steps to foster a more holistic approach to public safety by developing relationships with people with mental health problems and serving as advocates who connect them to needed services.

2.3. Supporting evidence. There is ample research on co-responder programs to classify our intervention as evidence-based, and to suggest it will be beneficial; and that outcomes achieved by other co-responder programs support our proposed model. Recent research indicates that co-responder programs are effective, that successful ones do make an impact on individuals in crisis; and further, that the role of mental health co-responders in police departments is vital to program success. Our intervention has been pilot tested, implemented as intended, and rigorously evaluated by an independent evaluator.

1. Crisis de-escalation: Available evidence suggests co-responder programs may be effective in crisis de-escalation. Blais and colleagues (2020) found calls for service that involved the team were associated with fewer incidents of police use of force: used in only 4.2% of incidents with the co-responder team compared to 12.1% of similar incidents handled by regular patrol units.

2. Service connection: Research examining the effects of co-responder programs provide evidence that they facilitate connections to services (Dyer et al., 2015; Helfgott et al., 2016; Huppert & Griffiths, 2018; Lee et al., 2015; Morabito et al., 2018).

3. Reduced pressure on criminal justice system (CJS): Evidence suggests co-responder teams alleviate pressure on the CJS often produced by police-only responses to mental health calls for service; and these teams may have the capacity to reduce formal interventions by police officers (e.g., arrests, 5150 holds, involuntary mental health detentions), preventing the introduction of individuals in crisis into the criminal justice system. And, co-responder programs are identified as beneficial because they more efficiently use police resources and reduce time spent by first responding officers in management crises (Shapiro et al., 2015).

4. Reduced pressure on healthcare system: Co-responder teams are observed to enhance conversion rates from referrals to hospital admission by identifying individuals with the greatest need of hospital services (Dyer et al., 2015; Jenkins, 2017). As a result, co-responder programs are viewed as capable of diminishing the burden on healthcare systems by limiting unnecessary referrals to ERs, while ensuring levels of care remain accessible to individuals who need it the most (Fahim et al., 2016).

5. Cost effectiveness: Findings from initial studies suggest promising financial benefits produced from co-responder team programs. Although the specific costs associated with a program are contingent upon the effectiveness of the team, both average and annual costs for behavioral health crisis responses are less for co-responder teams when compared to traditional police responses (Allen Consulting Group, 2012; Baess, 2005; Dyer et al., 2015; Fitts & Robertson, 2017; Heslin et al., 2016; Scott, 2000).

Citation: Assessing the Impact of Co-Responder Team Programs: A Review of the Research, IACP/UC Center for Police Research & Policy, 2021.

The target population includes residents of partner cities who call 911 for behavioral health issues. CWCRT was created specifically to better serve this population, and is appropriate, because about 20% of the county's non-medical calls involve a mental health component, and a co-response team model is successful in de-escalating

mental health and other crises, making mental health service connections and referrals, and easing the burden on the healthcare and criminal justice systems.

Each city police partner collaborates with one full-time clinician who is dispatched on police calls with a known or suspected mental health component. This results in the mobilization of expertise and resources of both law enforcement and mental health professionals to effectively and efficiently serve those in crisis, and improve both mental health and law enforcement outcomes.

Section 3: Collaboration

3.1 Local JAG Committee Roster and Letter of Agreement. See Appendices E, F.

3.2 Process to identify. SMC first established a Local JAG Steering Committee for our 2015 JAG program, SWAG. At that time, we conducted an extensive executive search to identify and recruit local government officials, both appointed and elected, and traditional and non-traditional stakeholders who had extensive experience with the populations we serve, and with one or more of the industries relevant to our program. At the start of the CWCRT pilot in 2021, we built on this process to establish an Advisory Council. This serves as our Local JAG Steering Committee.

3.3 Full & balanced representation. The Council is represented by both traditional and non-traditional stakeholders, and includes: local leaders (e.g., Board of Supervisors) and city managers; those who bring expertise in criminal justice (e.g., Police Chiefs from participating police departments) and behavioral health (e.g., BHRS Director); as well as partners from educational research institutions (i.e., Gardner) and community-based nonprofit youth and family services providers (i.e., StarVista) who work closely with and understand the diverse needs of the participating communities. Clinical and nonprofit members bring extensive experience working with community members who are experiencing mental health crises, and providing mental health interventions and services, especially within the context of the criminal justice system. The County has involved members of the community in our planning process, and are committed to recruiting additional non-traditional members to join the Council.

3.4 Participation & voting rights. All members take part in the Council decision-making process with equal voting rights. The Council meets quarterly and has well-established protocols for oversight and communication. We schedule meeting dates, times, and locations to maximum participation, and members are permitted to vote virtually if unable to attend in person.

3.5 Identifying need. The Council has worked to develop the goals and program design for the CWCRT in direct response to the needs of the community. The local leaders and service providers are those who worked with residents who identified this need for intervention with mental health crises and de-escalation with law enforcement. With the County's initial funding for the CWCRT pilot in 2021, these leaders, providers, and residents have been closely involved in guiding the development and implementation of this successful project. This process was enhanced by 2021 pilot evaluation findings. The Council identified three additional cities based on their high volume of mental health-related calls.

3.6 Collaboration will include quarterly meetings and ongoing communication across members and their representative agencies. SMC is also committed to building on our large network of partners to ensure the proposed program is an inclusive and collaborative initiative that will continue to receive support and input from the community. Ongoing communication and collaboration will aid continuity.

3.7 Role is largely one of oversight. The Council will meet quarterly throughout the project period to review progress reports, provide feedback, strategize, address challenges, and ensure accountability, transparency, ongoing evaluation, CQI, data dissemination, and the fulfillment of grant requirements.

Section 4: Capability and Qualifications

4.1 Applicant ability. SMC has a long and demonstrated history of success implementing grant-funded projects. This is especially true of those funded by JAG. If awarded, this will be SMC's third JAG program. The first, funded in 2015, was refunded in 2019. For the 2022 grant cycle, we proposed to expand a promising pilot program, CWCRT, that already has the partnerships and infrastructure in place to make it a success. We are confident in our ability to not only implement the proposed project, but to scale it countywide, add to emergency response research, and advance public knowledge and understanding.

4.2 Partners. The project has two types of partners as follows.

Law Enforcement Partners: consist of the East Palo Alto, Menlo Park, and San Bruno police agencies. They were selected as high-risk cities, and will serve as project sites for the implementation of the co-response team model. Each agency will be assigned one full-time clinician; the clinician will team with police officers and be dispatched to 911 calls with a known or suspected mental health component. Representatives from each agency will serve on the Advisory Council, and participate in the evaluation.

Mental Health Partners: consist of Behavioral Health and Recovery Services (BHRS) and StarVista. BHRS is a county agency and will provide mental health resources, including integrated and culturally sensitive services and training for the prevention, intervention, and treatment of mental illness and substance abuse. StarVista is a SMC-based nonprofit youth and family services organization contracted by BHRS to provide onsite clinical services and deliver high-impact crisis de-escalation, evaluation, 5150 assessment, and short term case management services. They will also provide clinician training on a wide range of topics customized for co-response teams and led by a consultant from Experience Design, Facilitation and Coaching. Both BHRS and StarVista are current pilot partners, and as such will be invaluable in helping SMC continue to refine and implement our co-response model and optimize outcomes. They are represented on the Advisory Council, and will participate in the evaluation.

4.3 Partner experience. Clinical partners are part of the pilot program, and initially selected for the pilot due to their extensive clinical expertise. BHRS is a division of SMC and has designed our co-response model, and provided integrated and culturally sensitive prevention, intervention and treatment of mental illness and substance abuse since its inception. StarVista has 55 years of experience serving 40,000 SMC residents in crises annually, and has provided clinical expertise. SMC has worked with both partners for many years, and along with the Advisory Council, determined they are the best fit for the project. Both partners will also provide training: BHRS, professional development for co-response teams to optimize outcomes; and StarVista, basic training (e.g., DEI, cultural competency) for clinical staff. Partner cities were selected for the prevalence and type of annual 911 calls:

East Palo Alto (197 calls), Menlo Park (180), and San Bruno (199); and their commitment to the project.

4.4 Project staffing Will include 8 staff members from SMC BHRS and StarVista:

- 1) Project Director: existing SMC BHRS position (in-kind @.20 FTE); provides high-level oversight, monitors and evaluates project effectiveness, ensures all project deliverables are achieved, and standards of quality care are maintained.
 - 2) Sr. Management Analyst: to-be-hired SMC BHRS position (@.35 FTE); to provide administrative/analytic support; and maintain administrative, fiscal, and grant records.
 - 3) Department Director: existing StarVista position (in-kind @.10 FTE); provides high-level administrative, fiscal and personnel oversight and decision-making.
 - 4) Program Manager: existing StarVista position (in-kind @.5 FTE), provides daily operational oversight, and training for clinicians and law enforcement agencies.
 - 5) Program Coordinator: open StarVista position (@ 1.0 FTE); to provide operational and administrative support; responsible for the day-to-day activities, including implementing the co-response model, achieving goals, addressing challenges, etc.
 - 6-8) Clinicians (3): existing StarVista positions (@ 1.0 FTE); one for each of the three participating cities; responsible for: teaming with police officers and dispatching to 911 calls with a known or suspected mental health crisis; de-escalating crises, assessing clients for risks, providing appropriate interventions; and providing follow-up to connect clients to BHRS or other resources.
- 4.5. Staff qualifications. 1) Project Director: LCSW; 30 years of clinical expertise; develops and implements programs for Crisis & Psychiatric Response Teams.
- 2) Senior Management Analyst: open: will possess a combination of education, training and experience that will support the implementation of the project.
 - 3) Department Director: Ph.D.; 20 years experience, including as a Regional Clinical Specialist and Administrator; directs regional clinical care and multi-site resources.
 - 4) Program Manager:existing; LCSW; 24 years of social work and clinical experience; pilot clinician; works with law enforcement on crisis intervention and co-response teams.
 - 5) Program Coordinator: open: minimum qualifications: combination of experience and education; degree in counseling, psychology, social work or related field.
 - 6-8) 3 Clinicians: possess advanced degrees and licenses (e.g., LCSW); have between 9 and 24 years of clinical and research experience; and are multilingual.

4.6 Management structure can be described as a top-down collaboration: SMC BHRS's Project Director oversees the entire project and provides in-kind, high-level administrative and fiscal decision-making. The Sr. Management Analyst reports to the Project Director. BHRS contracts with StarVista for clinical support services. StarVista's Department Director consults with the Project Director to coordinate clinical services, and oversees the day to day operations of the clinicians. Both positions serve on the Advisory Council, which provides program-level decision-making, and ensures accountability, transparency, CQI, and ensures fulfillment of grant requirements, etc. The Program Manager, Program Coordinator and Clinicians are all StarVista positions, and report to the Department Director. The Program Coordinator and the Clinicians report to the Program Manager.

4.7. Applicant Readiness. SMC has successfully piloted the proposed project since 2021. The pilot runs through December 2023. The County remains committed to using pilot evaluation findings to improve and expand our program, and continue to strengthen our partnerships, further emergency response research, and advance public knowledge and understanding.

Section 5: Project Evaluation & Monitoring

5.1. Evaluator. SMC engaged John W. Gardner Center for Youth and their Communities (Gardner), as evaluator of our CWCRT pilot program in 2021. Gardner was established in 2000 at Stanford, and is part of its Graduate School of Education. They partner with communities, researchers, and practitioners to conduct rigorous research, support evidence-based practices. SMC and the Advisory Council selected Gardner as part of a rigorous bidding process and county affiliations. We plan to contract them for this project. In 2021, Gardner, in collaboration with our CWCRT Advisory Council, designed a formative evaluation. The goal was to identify factors affecting successful implementation, understand key outcomes, and identify opportunities for improvement. The 2022 CWCRT project evaluation will be both formative (process) and summative (outcomes), and incorporate all phases, from startup through close. The formative evaluation will delineate project activities and accomplishments by examining project design and implementation, professional development, collaborations and coordination, interventions and treatment, and the continuum of care. The summative evaluation will examine project impact by quantifying increases in co-response dispatches, officer time on the scene, de-escalations, follow-up and referrals; and the reduction of deadly force, arrests, emergency hold rates, recidivism, police bias, etc.

5.2. Process & outcome indicators. For this CWCRT project, we will implement a mixed-methods evaluation that is both formative and summative, and aligned with project goals and anticipated outcomes. Data collection methods will entail both quantitative and qualitative, and primary and secondary sources. Primary sources may include surveys, interviews, and site visits. Secondary sources may entail record and document review (e.g., police records, clinician records, minutes of meetings, clinician case notes, etc.), and relevant needs assessments and research studies. We plan to use a systems model to examine key indicators: context (process), implementation (process) and impact (outcome). Process indicators involve the type and scope of services, and entail program design (co-response model), implementation, service delivery, leadership and staffing, partnerships and collaboration, city/precinct demographics/characteristics, PD/training curriculum, etc.

Outcome indicators involve immediate and sustained effects, and entail changes in knowledge, attitudes and behaviors. We anticipate these will include: increases in police requests for clinicians to be dispatch to non-medical 911 calls; and increases in the dispatch of clinicians to non-medical 911 calls, and as a result, increases in the de-escalation of crises, a continuum of care, follow and referrals. We also anticipate a change in police behavior, and as result, the reduced use of deadly force, number of arrests, 5150 holds, recidivism, police bias, and involvement with the criminal justice system on the part of those in crisis, among others.

5.3. Data collection, evaluation, DUA. Baseline data for project processes and outcomes indicators identified in 5.2 are currently being collected as part of the pilot project, and. entail the number and type of incident and officer time on the scene; outcomes data consisted of arrest rates and referral rates. Pilot data collection methods are interviews, observation, and record/document review (meeting minutes, video recordings, police administrative records, program-related materials). For this project, we may also add surveys, clinical case notes, 911 call

logs/records, etc.

We anticipate the short-term outcomes to be a reduction in the use of deadly force, arrests, criminal offenses, case-to-incident ratios; and conversely, improved law enforcement and mental health collaborations in response to mental health crises, optimized responses to individuals experiencing crises, and reduced the strain on emergency services and response systems. We anticipate long-term outcomes will entail a reduction in involvement with the criminal justice system and recidivism, reduced bias and improved the experience of individuals receiving emergency services.

SMC has a data use agreement (DUA) with Gardner, the independent evaluator, and our partners to ensure project data is used responsibly as it relates to privacy, confidentiality, data collection, maintenance, retention, and informational harms.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 6: Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at http://www.bscc.ca.gov/s_bsccjag/.

JAG Budget Attachment

[2022-JAG-Budget-Attachment.xlsx](#)

SECTION IV - MANDATORY ATTACHMENTS

This section list the attachments that are required at the time of submission. Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix C) Project Work Plan (Appendix D) JAG Steering Committee Roster (Appendix E) Letter of Agreement or Operational Agreement (Appendix F and G) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix K)

Criteria for Non-Governmental Organizations Receiving Grant Funds (Appendix C)

[Appendix_C_NGO_Agreement.pdf](#)

Project Work Plan (Appendix D)

[2022_JAG_Project-Work-Plan.docx](#)

JAG Steering Committee Roster (Appendix E)

[Appendix-E-JAG-Steering-Committee-Roster.docx](#)

Letter of Agreement (Appendix F)

[Appendix_F_LOAs.pdf](#)

Sample Operational Agreement (Appendix G)

[Appendix_G_Operational_Agreement.pdf](#)

Certification of Compliance with BSCC Policies On Debarment, Fraud, Theft, and Embezzlement (Appendix K)

[Appendix_K_Certification.pdf](#)

OPTIONAL: Governing Board Resolution

OPTIONAL: Bibliography

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County of San Mateo. (2022). Shared Vision: Our shared vision for 2025 is for a healthy and safe, prosperous, livable, environmentally conscious, and collaborative community.
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John W. Gardner Center for Youth and their Communities (2022). Community Wellness and Crisis Response Team Interim Report. Stanford University. (San Mateo County's pilot program first year report)
Julota. (2021). The pros and cons of co-responder programs. www.julota.com/news/the-pros-cons-of-a-co-responder-program/#:~:text=However%2C%20in%20the%20long%20term%2C%20the%20savings%20are,an%20average%20of person%20contacts%20per%20month.
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United States Census Quick Facts (2020). San Mateo County, California.

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Appendix C: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

The Edward Byrne Memorial Justice Assistance Grant (JAG) 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 JAG funds. The RFP describes these requirements as follows:

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

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the JAG grantee;
 - 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 grantee subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California.
 - An agent for service of process with a California address is insufficient.

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

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
StarVista Sara Larios Mitchell	610 Elm Street, Suite 212, San Carlos, CA 94070	smitchell@star-vista.org (650) 591-9623 x 112	Yes ☒ No ☐
The Gardner Center	520 Galvez Mall Stanford, CA 94305	gerstein@stanford.edu (650) 736-2064	Yes ☒ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

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 JAG 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 Lisa Mancini 	TITLE Interim Director, Behavioral Health and Recovery Services, San Mateo County		TELEPHONE 650-573-274 ^a
STREET ADDRESS 2000 Alameda de las Pulgas	CITY San Mateo	STATE CA	ZIP CODE 94403
EMAIL ADDRESS lmancini@smcgov.org			

Appendix D: Project Work Plan

Goal 1: Years 1-3: Build capacity of partners, precincts, and county emergency services.				
Objectives (A., B., C...):	A. Establish crisis intervention teams in high-need cities and precincts. B. Continue to build a co-responder program and county-wide co-response infrastructure. C. Provide professional development for co-response team members. D. Increase law enforcement requests for clinicians in response to emergency services calls. E. Improve effectiveness of participating cities' response to emergency calls. F. Improve public health and safety.	Responsible staff/ partners	Timeline	
Project activities that support the identified goal and objectives:				
1. Convene local JAG Steering Committee=CWCRT Advisory Council to provide project oversight and coordinate with state JAG Steering Committee. 2. Partner with three high-need cities and police precincts, with high volumes of mental-health-related 911 calls: East Palo Alto (197), Menlo Park (180), and San Bruno (199). 3. Hire and assign three highly trained and qualified mental health clinicians to high-need precincts in partner cities. 4. Train/orient partner police department personnel in goals and objectives of the project. 5. Train partner police and clinicians to collaborate as a co-response team. 6. Monitor co-response team activities and outcomes; evaluate project implementation and effectiveness; prepare progress and annual evaluation reports. 7. Inform and educate the public about the CWCRT project via community outreach and engagement; solicit feedback via community needs assessments.		SMC BHRS Project Director; BHRS Management Analyst StarVista Dept. Director StarVista Program Manager and Program Coordinator StarVista Clinicians (3); Law Enforcement Partners (3); Gardner (evaluator)	June 1, 2023 	

	Responsible staff/ partners	Start Date	End Date
1. Collect 911 data; identify and evaluate call type (e.g., #/% mental health related). 2. Take lead in securing public safety and facilitating resources (police officers). 3. Take lead in assessing individuals in crisis and recommending responses (clinicians). 4. Together determine the best response to resolve the crisis (police officers and clinicians). 5. Make welfare checks (police officers and clinicians). 6. Consult with the Homeless Outreach Teams (clinicians). 7. Connect with the public using additional dispatch strategies (clinicians). 8. Provide risk assessment, de-escalation, safety plan, referral to general mental health services (clinicians).	StarVista Clinicians (3); Law Enforcement Partners (3); Gardner (evaluator)	September 1, 2023	Ongoing
List data and sources to be used to measure outcomes: 911 call log/records; police records/documents; clinician records and case notes; project evaluation data e.g., findings from surveys, interviews, observations)			
Goal 3: Years 1-3: De-escalate crises, assess client risk, and provide appropriate interventions and health services.			
Objectives (A., B., C...): A. Increase law enforcement requests for clinicians to be dispatched to behavioral health crisis 911 calls. B. Increase dispatch of clinicians to behavioral health crisis 911 calls. C. Support a collaborative, well-functioning co-response team. D. Make assessment of clients (clinicians). E. Make recommendations for appropriate interventions and behavioral health services (clinicians).	Responsible staff/ partners	Timeline	
		Start Date	End Date
Project activities that support the identified goal and objectives: 1. Train and team law enforcement and clinicians within high-need precincts. 2. Dispatch clinicians on behavioral health crisis calls to assess clients. 3. Make interventions and recommendations (clinicians). 4. provide a continuum of care, follow up and referrals to resources (clinicians). 5. Rely on clinician de-escalation strategies and recommendations (law enforcement).	SMC BHRS Project Director; StarVista Dept. Director BHRS Training Consultant StarVista Training Consultant StarVista Clinicians (3); Law Enforcement Partners (3);	January 1, 2024	Ongoing
List data and sources to be used to measure outcomes: 911 call records; police records/documents; clinician records and case notes; project evaluation data e.g., findings from surveys, interviews, observations)			

Goal 4: Years 1-3: Improve the CWCRT project and its impact on recipients.				
Objectives (A., B., C...):	A. Reduce the use of deadly force in response to emergency calls. B. Reduce the number of arrests in response to emergency calls. C. Reduce the number of 5150 holds. D. Reduce involvement with the criminal justice system on the part of those in crisis. E. Reduce recidivism. F. Mitigate bias and racial/ethnic disparities. G. Improve the effectiveness of the project in achieving the goals and objectives. H. Add to the body of emergency response research.	Responsible staff/ partners	Timeline	
			Start Date	End Date
	1. Facilitate collaboration of co-response team to assess client and level of risk. 2. Facilitate the use of appropriate strategies in response to 911 calls. 3. Provide ongoing professional development for team members to improve project outcomes. 4. Use evaluation findings to improve project design and outcomes. 5. Prepare annual evaluation reports; disseminate evaluation findings and add to emergency response program research. 6. Consult with local and state JAG Steering Committees. 7. Collaborate with and solicit feedback from partners. 8. Solicit feedback from the public via community needs assessments.	SMC BHRS Project Director; StarVista Dept. Director BHRS and StarVista Training Consultants StarVista Clinicians (3); Law Enforcement Partners (3); Gardner (evaluator)	January 1, 2024	Ongoing
List data and sources to be used to measure outcomes: 911 call records; police arrest records and other documents; clinician records and case notes; PD/training curriculum and schedule; project evaluation data e.g., findings from surveys, interviews, observations)				
Goal 5: Year 3: Determine project effectiveness to inform improvements to program and county-wide replication.				
Objectives (A., B., C...):	A. Assess project effectiveness/success: logistics; outcomes; cost-effectiveness, public response, etc. B. Determine project value for county-wide replication. C. Determine timeline, resources, logistics, implementation process, etc., need to go to scale.	Responsible staff/ partners	Timeline	
			Start Date	End Date
	1. Collect and analyze evaluation data. 2. Compare project findings (#cities) with pilot findings (four cities). 3. Generate final evaluation report. 4. Make high-level decisions about replication and cost effectiveness.	SMC leadership; CWCRT Advisory Council; Gardner (evaluator)	June 1, 2023; January 1, 2026	June 30, 2026

List data and sources to be used to measure outcomes: project evaluation data; reports

END WORK PLAN
