

AGREEMENT
(BOS AGREEMENT NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and Wellspace Health, a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the Parties (“Parties”) herein, and who agree as stated below.

WHEREAS, County desires to obtain short-term behavioral health crisis intervention services for individuals experiencing a mental health or substance use crisis; and

WHEREAS, on or about April 25, 2025, the County Board of Supervisors directed the Yolo County Health and Human Services (“HHS”) to identify services in lieu of a Crisis/Sober Receiving Center as originally planned under the Yolo County Crisis Now Project; and

WHEREAS, on July 11, 2024, the Board of State and Community Correction (“BSCC”) approved the funding recommendations of the 2024 Byrne State Crisis Intervention Program (“Byrne SCIP”) Advisory Board; and

WHEREAS, the BSCC awarded HHS a federal grant in the amount of \$999,474; and

WHEREAS, on or about April 3, 2025, County entered into Agreement No. 24-125 (“State Agreement No. BSCC1311-24”) with Department of Housing and Community Development (HCD) hereinafter referred to as “the State Contract” which is attached hereto and incorporated herein as Attachment I; and

WHEREAS, on or about May 28, 2025, the Yolo County Deputy Director of General Services/Manager of Procurement (“Procurement Manager”) approved a sole/single source to provide short-term crisis intervention services for individuals experiencing a mental health or substance use crisis; and

WHEREAS, the State Contract require that all subcontracts, including this Agreement with Contractor, be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors, including but not limited to Contractor, who is referred to as Subgrantee or Subrecipient within the State Contracts, comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor further represents and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, which can be found at <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

WHEREAS, Contractor understands that County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, County and Contractor agree as follows:

I. TERM

A. The term of this Agreement shall be from **March 1, 2026** through **February 28, 2027** unless sooner terminated as provided in this Agreement.

B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

II. SERVICES

A. Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement and all exhibits and attachments, and in a manner satisfactory to the Health and Human Services Agency Director (“HHSA Director”).

B. Contractor shall comply with all applicable provisions of the State Contracts, as incorporated herein as if fully set forth in this place and all applicable State and Federal regulations.

C. Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (“CBOs”) and Contract Administration Manual for CBOs, incorporated herein and available at <https://www.yolocounty.org/business/community-based-organization-cbo-resources>.

D. Contractor shall comply with the HHSA Behavioral Health Compliance Plan, incorporated herein and available at <http://www.yolocounty.org/health-human-services>. Contractor may also send an email to HHSA-Behavioral Health Quality Management at HHSAQualityManagement@yolocounty.gov to obtain a copy.

E. County reserves the right to update the documents and related weblinks referenced above via written notice to the direction provided in Section XVIII. of Exhibit C of this Agreement without processing an amendment.

III. COMPENSATION AND PAYMENT TERMS

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through January 31, 2027 shall be no greater than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** specified as follows:

Fiscal Year 2025-26 March 1, 2026 through June 30, 2026	Fiscal Year 2026-27 July 1, 2026 through February 28, 2027
\$168,000	\$332,000

*Any unspent funding in a fiscal year may be rolled over into future fiscal years.

C. County shall pay Contractor using a combination of funding sources, as County deems appropriate.

IV. SPECIFIC COUNTY AUTHORITY

A. HHSa Director’s Authority: The HHSa Director may exercise optional extensions, if any, and execute related option notices. The HHSa Director may also issue any other general notices regarding the administration of this Agreement.

B. Procurement Manager’s Authority: The Procurement Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current County Procurement Policy. The Procurement Manager may also issue termination notices in conformance with this Agreement.

C. County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the County Board of Supervisors.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – *Intentionally Omitted*
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Exhibit G – Contractor Confidentiality Certification
- Exhibit H – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form
- Attachment I – State Agreement No. BSCC 1311-24

B. County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachments. In the event of any conflict between any of the provisions of this Agreement, including exhibits and attachments, the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

C. This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

Jonathan Porteus, Chief Executive Officer
Wellspace Health

Sheila A. Allen, Chair
Board of Supervisors

Date: _____

Date: _____

Mónica Morales, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Phillip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Wellspace Health
631 H Street
Sacramento, CA 95814

Legal entity number: 941713704-TIN
Provider number: N/A

II. TARGET POPULATION

Adults (18+) beneficiaries who are experiencing a mental health or substance use (“behavioral health”) crisis.

III. PURPOSE

Behavioral Health Crisis Receiving Centers (“BHCRC”) are facilities designed to provide immediate care and support for individuals experiencing a behavioral health emergency.

BHCRCs offer an alternative to institutional care and are designed to reduce emergency department overcrowding, prevent unnecessary incarceration, and improve the overall crisis response system while providing a safe, welcoming, and supportive environment for individuals experiencing a behavioral health emergency.

IV. KEY CHARACTERISTICS

- A. Immediate Access: BHCRCs are designed to provide immediate access to care without the need for prior appointments or referrals. This ensures that individuals experiencing a behavioral health crisis can receive timely care, typically within hours of the crisis beginning.
- B. Non-Medical and Medical Services: Depending on the severity of the behavioral health crisis, BHCRCs offer non-medical crisis stabilization (e.g., de-escalation, peer support, counseling) or medical monitoring for individuals in need of medical supervision due to symptoms, injury, or other physical health concerns.
- C. Operations: 24/7 BHCRCs operate around-the-clock, ensuring individuals can access care at any time of day or night.
- D. Comprehensive Care: BHCRCs provide a range of services that may include assessment, de-escalation, mental health evaluation, substance use treatment, peer support, and linkage to follow-up care or long-term treatment programs.
- E. Trauma-Informed: Facilities are designed with trauma-informed care principles to create a calming and supportive environment, reducing the likelihood of re-traumatization for individuals in crisis.

V. SERVICES PROVIDED

- A. Crisis Intervention: The main function is to offer short-term stabilization to individuals in crisis, preventing further escalation or harm. This may involve calming techniques, safety planning, and mental health support.
- B. Assessment and Triage: Individuals shall be assessed to determine whether they need further care or additional stabilization services or whether they can be safely discharged with appropriate follow-up care.

EXHIBIT A – SCOPE OF SERVICES

- C. Peer Support:** Contractor shall incorporate peer support specialists who have lived experience with mental health or substance use challenges. These individuals shall provide emotional support, share coping strategies, and help create trust between clients and providers.
- D. Referral to Treatment:** Contractor shall help individuals connect to long-term services and treatment options such as mental health care, substance use treatment, housing, and community resources. This is often done through warm handoffs to community providers.
- E. Contractor shall:**
 - 1.** Provide voluntary and immediate access to short-term crisis intervention services and integrated services for co-occurring substance use disorders that serve as a substance use and mental health respite.
 - 2.** Provide services that are comprehensive, flexible, client-driven, recovery-oriented, strength-based, trauma-informed, community-based, and culturally and linguistically responsive.
 - 3.** Provide services including but not limited to screening, assessment, medically monitored short-term recovery, recuperation services from the effects of acute substance intoxication, interventions, substance use disorder counseling, referrals, case management, family and peer support.
 - 4.** Design services with a focus on wellness and recovery that serves as an alternative to emergency department visits for clients who have immediate mental health needs. This type of intervention will assist in decreasing unnecessary and inpatient treatment while increasing access to care in a voluntary setting. The Crisis Receiving for Behavioral Health (“CRBH”) is certified as a Medical outpatient clinic.

VI. REQUIREMENTS

- A.** Length of service for any client shall not exceed twenty-four (24) hours per admission. Any circumstances that may result in a length of stay exceeding twenty-four (24) hours require consultation with County.
- B.** All services, policies and procedures must be culturally and linguistically appropriate and shall adhere to all cultural competency standards and requirements.
- C.** Contractor shall participate in County’s efforts to promote the delivery of services in a culturally competent and equitable manner to all clients, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity with the goal of:
 - 1.** Creating effective alternatives for those in crisis seeking behavioral health care;
 - 2.** Improving the client experience in achieving and maintaining wellness;
 - 3.** Providing interventions necessary to reduce psychiatric hospitalizations and/or incarcerations;
 - 4.** Providing interventions necessary to reduce emergency department visits for urgent behavioral health needs; and
 - 5.** Improving care coordination across the system, including linkages to other needed resources, and timely access to behavioral health services.
- D.** Contractor shall maintain a minimum staffing model to ensure Contractor can meet the requirements outlined in this Exhibit.

EXHIBIT A – SCOPE OF SERVICES

- E.** Contractor shall employ Licensed Practitioner of the Healing Arts (“LPHA”) and/or LPHA Waived clinicians, Graduate Students, Certified Alcohol and Drug Counselors, Licensed Vocational Nurses (“LVNs”), Peer Specialists, Mental Health Rehabilitation Specialists (“MHRS”) and/or Mental Health Assistants I, II, III (“MHA I, II, III”), to provide medically necessary interventions as allowable by county Quality Management (“QM”) Classification and as coordinated by an LPHA and/or LPHA Waived staff.
- F.** Contractor shall have a plan in place to maintain a minimum staffing model to meet the requirements outlined in this Exhibit in the event of staff shortage.
- G.** Contractor shall deliver behavioral health services within a recovery framework. Services shall be individually tailored to a client's unique needs based on a comprehensive assessment.
- H.** Contractor shall provide clinical supervision to all direct care staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate California State Licensure Board. All staff shall receive supervision, sufficient to support staff practice.
- I.** Contractor shall identify clinical staff responsible for providing or organizing training of staff. Trainings shall include, but are not limited to, the following:
 - 1. Clinical characteristics of core target population
 - 2. Required services such as co-occurring substance use
 - 3. Service planning
 - 4. Risk assessments safety planning
 - 5. Rehabilitation
 - 6. Family education /intervention
 - 7. Crisis management
 - 8. Relapse prevention
 - 9. Reading of or orientation to County policies relevant to the job description
- J.** Contractor shall provide evidence in quarterly report that staff have completed such trainings.
- K.** Contractor shall designate staff, as appropriate for classification, to attend all County required trainings as identified by County.
- L.** Contractor shall employ peers to provide supportive services unique to the client and family.
- M.** Peer services shall support client and family voice and choice as well as advocate within the system of care and shall be in accordance with County Policy and Procedure and shall adhere to state peer certification requirements as they become available.
- N.** Contractor shall ensure services provided include:
 - 1. A secure, respectful environment that ensures a client's privacy, confidentiality, and safety;
 - 2. A CRBH designed to serve adults, Transitional Age Youth (“TAY”) aged eighteen (18) to twenty-six (26), and older adults;
 - 3. Peer and family member supports are offered to clients engaging with services when indicated. Peer support services include, but are not limited to, CRBH orientation, advocacy and support, system navigation, and brief follow-up;

EXHIBIT A – SCOPE OF SERVICES

4. A Crisis Screening and Assessment Risk for every client admitted to the CRBH that receives more than peer services, which will be implemented by an LPHA, LPHA-Waived, graduate student or MHRS (who are under the supervision of an LPHA) or medical staff. Wellspace will use their Electronic Health Record (EHR) and send County required data;
5. Behavioral health services include, but are not limited, to brief crisis intervention, engagement, assessment, rehabilitation, plan development, peer support, and when indicated, case management;
6. For clients needing withdrawal management, Contractor may refer to detoxification services (e.g., alternative house) to support withdrawal management as needed and dependent on availability;
7. Strength-based, client-centered engagement and crisis management skills to support de-escalation and assist clients to identify, manage, and cope with triggers;
8. Significant others/family/parents/caregivers/guardians, as appropriate, in all treatment planning and decision-making regarding the client's services as documented in accordance with County documentation standards;
9. Education through verbal and written communication to clients and providers that the CRBH is not an emergency department - including the distinction between emergency care and CRBH;
10. Individualized, person-centered, recovery-based, and trauma informed services in order to build upon strengths and promote stabilization in the community;
11. Linkage to the County Behavioral Health Plan for clients assessed as meeting medical necessity for County services as determined by the evaluating LPHA/LPHA-Waived and/or Mental Health Rehabilitation Specialist (“MHRS”). Contractor shall make referrals to appropriate resources. Wellspace will use their EHR;
12. Identification of appropriate alternative services if a client does not meet medical necessity for specialty mental health services (“SMHS”) or DMC-ODS services, as determined by the evaluating LPHA/LPHA- Waived staff and document in the EHR;
13. Identification of Primary Care Provider (“PCP”) resources and engage when necessary to support follow-up care;
14. Coordinate care and collaborate with all parties involved with the client/child/family including as it relates to the crisis, but not limited to, outpatient behavioral health provider, parents, schools, doctors, hospitals, social services, Child Protective Services (“CPS”), Adult Protective Services (“APS”) and Probation. Contractor shall provide referrals and linkages as appropriate;
15. Maintenance of a CRBH on-hold outgoing message providing relevant crisis service phone numbers;
16. Focused, time limited, behavioral health services using best practices, community defined practices, evidence based practices (“EBPs”), curriculum based practices and/or promising practices to all clients;
17. EBPs, Promising Practices, and Community-Defined Evidence are approved by County in accordance with QM Policy and Review Process for Implementation of New Clinical Procedures;
18. Care, treatment and services provided pursuant to this Agreement that are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (“NSMHS”), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole- person approach to services;

EXHIBIT A – SCOPE OF SERVICES

- 19.** Care coordination activities beginning at intake and throughout the treatment and discharge planning processes; and
- 20.** Assisting clients in identifying and participating in age-appropriate meaningful activities that would reduce risk of relapse into crisis and support progress toward meeting needs identified on the problem list.

EXHIBIT B – TERMS OF PAYMENT

I. METHOD OF PAYMENT

- A. Contractor shall submit a claim/invoice for payment to County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B. **1.** Claims/invoices for payment shall be submitted to County in an electronic format on a form approved by County. At a minimum, claim/invoice shall include service location, practitioner, and service code. Upon request by County, Contractor shall also provide additional supporting documentation. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
2. Claims/invoices shall be submitted to HHSAContracts@yolocounty.gov and jeni.lara-jimenez@yolocounty.gov.
3. County reserves the right to update or change the email addresses provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.
- C. County shall pay Contractor at the rate(s) specified below for services that have been provided in accordance with the provision of this Agreement.

Service Description	Rate/Unit
Bed Rate	\$450/ Per Day

- D. In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- E. **1.** County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by HHS A Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
4. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the HHS A Director.

F. Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, County’s obligation to compensate Contractor

EXHIBIT B – TERMS OF PAYMENT

pursuant to this Agreement is contingent upon, and subject to, County's receipt of such funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.

G. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

H. Contractor shall hold harmless the State and clients in the event that County does not pay for services in accordance with this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon this representation in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

C. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

D. Employment of persons to services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

E. Upon written request of the HHS Director, Contractor shall make available to County, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records include, but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Financial Records

1. Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

2. Contractor shall preserve and make available his/her financial records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

EXHIBIT C – TERMS AND CONDITIONS

- a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
- b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

C. Client Records

- 1. If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.
- 2. All client records shall be kept for whichever time period listed below is longer:
 - i. ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.
 - ii. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
 - iii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.
 - iv. a minimum of ten (10) years from the patient's date of discharge, if the patient is eighteen (18) years old or older when they are discharged; or
 - v. until the patient's 28th birthday, if the patient was treated and discharged while they were a minor; or
 - vi. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

D. In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of client records. All records shall be made available to County in an electronic format readable by County.

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EXHIBIT C – TERMS AND CONDITIONS

IV. REPORTS

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by the HHSA Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the HHSA Director

A. Program Reports

1. Performance Outcome Measures (POM) Report:

County and Contractor agree to amend the Agreement to incorporate specific performance measures. Contractor acknowledges and agrees that tracking, documentation, and reporting on these performance measures shall be an ongoing duty and obligation under this Agreement.

2. Quarterly Contract Utilization Reports

Contractor shall track and report all claims/invoices sent and payments received under this Agreement for the periods of March 1 through May 30; June 1 through August 31; September 1 through November 30; and December 1 through February 28. Each quarterly report shall be due by the 15th of the month following the close of the quarter. In the event the agreement is terminated early the final report shall be due within 15 days of the termination. Submit the Contract Expenditures reports electronically via email to Joni.Lara-Jimenez@yolocounty.gov.

3. Quarterly Training Reports

Contractor shall submit a quarterly report demonstrating that staff have completed trainings as described in Exhibit A. Submit the Quarterly Training reports electronically via email to Joni.Lara-Jimenez@yolocounty.gov.

B. Other Annual Reports

1. Equipment Report (See Section IX., below)

Due date: January 31, following the completion of a calendar year or 30 days from the date of expiration or termination of the Agreement.

2. Certified Audited Financial Reports (see Section V., below)

Due date: July 31 of the following year, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of March 1 through the date of expiration or termination within 45 days of the expiration or termination.

3. The annual reports in this paragraph B shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Fiscal

V. AUDITS

A. Contractor shall allow County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by Contractor and its subcontractors pertaining to such services at any time.

EXHIBIT C – TERMS AND CONDITIONS

B. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for ten (10) years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. Records are defined in Section III.A. of this Exhibit.

C. Any failure or refusal by Contractor to permit access to records by County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

D. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend one million dollars (\$1,000,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (“CPA”) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (“OMB”) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2024 Revision) and provided in a form satisfactory to the HHS Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period and are made available to the State and/or County upon request.

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

G. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

VI. PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable federal, state and county laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, state and/or federal government personnel designated by the HHS Director to enter Contractor’s premises for the purpose of making periodic

EXHIBIT C – TERMS AND CONDITIONS

inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the HHSA Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by County, state and/or federal government identify billed units of service or goods and/or services that are determined disallowable, Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among providers and professionals which enable that system, agency, or those professional and providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective. At a minimum Contractor must be able to provide services in County's threshold languages of English, Spanish and Russian.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning ("LGBTQ") individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services ("CLAS") in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

VIII. CONFIDENTIALITY, PRIVACY AND SECURITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with all of the following:

1. applicable laws and regulations regarding the confidentiality of client information, including but not limited to California Welfare and Institutions Code sections 5328 et seq., 10850, and 14100 et seq., United States Code Title 42, section 1320d, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, Code of Federal Regulations, Title 45, Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, United States Code, Title 42 section 290dd-2 and Code of Federal Regulations, Title 42, Part 2 ("Part 2 Regulations"); and California Health and Safety Code section 11845.5;

2. any additional laws and regulations pertaining to confidentiality of client information that County, or authorized state and/or federal government shall so specify; and

EXHIBIT C – TERMS AND CONDITIONS

3. the privacy and security requirements of Exhibit E attached hereto.

B. The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSAs clients and program administration.

C. County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

D. In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify the HHSAs Director immediately by email at HHSAContracts@yolocounty.gov.

County reserves the right to update or change the email address(es) provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

IX. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS AND EQUIPMENT

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County, and Contractor agrees to deliver and assign the foregoing to County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

B. 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

3. Annually, Contractor shall submit to County the Equipment Report. This report is due by January 31 each year and will cover the period from the inception of this Agreement through June December 31 of the preceding calendar year.

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer (“CAO”) who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the CAO shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County BOS. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph,

EXHIBIT C – TERMS AND CONDITIONS

Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County BOS at a regular board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the CAO's decision. The decision of the County BOS on the appeal shall be final for purposes of exhaustion of administrative remedies.

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to County, the State and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from the State and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which event County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant this Agreement. If County terminates the Agreement pursuant to this subparagraph, County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the HHS A Director before such termination and for which funds have appropriated as required by law.

C. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor.

D. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the HHS A Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by County shall remain the sole and exclusive property of Contractor.

E. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by County without the express written permission of the HHS A Director.

XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all

EXHIBIT C – TERMS AND CONDITIONS

applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by BOS or the CAO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIV. INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall not be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless County and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys’ fees), and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to County in the same manner and to the same extent as Contractor is bound to County under this Agreement and must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work.

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EXHIBIT C – TERMS AND CONDITIONS

XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:

a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement-Contractor must provide this insurance. If not, then this requirement automatically does not apply).

d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

EXHIBIT C – TERMS AND CONDITIONS

- b. Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- c. Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days’ notice to County.
- d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- 4.** The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
- 5.** Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
- 6.** Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
- 7.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
- 8.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
- 9.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
- 10.** For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work

EXHIBIT C – TERMS AND CONDITIONS

commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVI. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

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EXHIBIT C – TERMS AND CONDITIONS

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:
Wellspace Health
777 12th Street, Suite 250
Sacramento, CA 95814
Attn: Jonathan Porteus, CEO

County:
Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: HHSA Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:
jporteur@wellspace.org

County:
Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator: Joni.Lara-Jimenez@yolocounty.gov

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor’s assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory

EXHIBIT C – TERMS AND CONDITIONS

responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any federal or state government program(s).

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any federal or state government program(s) within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than annually.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, state or federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any federal or state government program(s). Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any federal or state government program(s).

D. Contractor shall provide County information as requested by the HHSA Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any federal or state government program(s).

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any federal or state government program(s).

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust

EXHIBIT C – TERMS AND CONDITIONS

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein.

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XXI. FALSE CLAIMS

A. Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XXII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this Agreement is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to

EXHIBIT C – TERMS AND CONDITIONS

anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXIV. AMENDMENT

This Agreement may be amended only by written instrument signed by County and Contractor; provided, however, that County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations that may be imposed upon County by the Federal or State government including those set forth in the State Contract(s), any applicable regulations or sub-regulatory guidance; or to reflect any changes to same. See section IV. of the Agreement regarding specific amendment authority and County authority to exercise optional extensions.

XXV. WAIVER

The waiver by County or any of its officers, agents, or employees, or the failure of County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

XXVII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXVIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to County, Contractor, or any other party pertaining to any matter resulting from this contract.

XXIX. CLEAN AIR ACT

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.

B. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS or SAMSHA.

XXX. FEDERAL WATER POLLUTION CONTROL ACT

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.

EXHIBIT C – TERMS AND CONDITIONS

B. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.

EXHIBIT D – CONTRACT BUDGET

INTENTIONALLY OMITTED

EXHIBIT E – HIPAA COMPLIANCE

I. County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”). The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.

II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 164.314(a), 164.502(e) and 164.504(e), County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the Parties mutually agree to execute same.

III. Contractor shall report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to all of the following:

- A.** Yolo County Risk Manager/Safety Officer at Risk.Mgmt@yolocounty.gov;
- B.** Yolo County Chief Technology Officer/Information Security Officer at lee.gerney@yolocounty.gov;
- C.** HHS Privacy Officer at Charles.Egbert@yolocounty.gov; and
- D.** HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.gov.

IV. County reserves the right to update or change the names and or email addresses provided above via written notice to the direction provided in Section XVII. of Exhibit C of this Agreement, without processing an amendment.

V. By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the County HHS Behavioral Health Compliance Plan, available to Contractor at <https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management>. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F – PERFORMANCE MEASURES

County and Contractor agree to amend the Agreement to incorporate specific performance measures. Contractor acknowledges and agrees that tracking, documentation, and reporting on these performance measures shall be an ongoing duty and obligation under this Agreement.

EXHIBIT G – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that County via HHSA provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements.
- D.** The provisions of this **Exhibit G** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT H – CONTRACTOR CONFIDENTIALITY CERTIFICATION

I hereby acknowledge, by my signature below, that:

I understand the County of Yolo (“County”) via its Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

I understand if in the course of the provision of services under the Agreement between WellSpace and County for short-term behavioral health crisis intervention services for individuals experiencing a mental health or substance use crisis (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA.

I understand my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

I understand confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

I understand I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

I understand County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to employment records, job evaluations.

I understand it would be illegal for me to access computerized client or employee information without authorization of County.

I understand unauthorized access or disclosure of client information, or any other confidential or proprietary information from County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between WellSpace and County, and may be punishable as a misdemeanor crime.

I understand this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with WellSpace.

Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer

(Print) _____ Title _____

Signature _____ Date: _____

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC 1311-24

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

Yolo County

2. The term of this Agreement is:

START DATE

JULY 15, 2024

THROUGH END DATE

SEPTEMBER 30, 2026

3. The maximum amount of this Agreement is:

\$999,474.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	FY 2022-2023 Byrne State Crisis Intervention Program (SCIP) Federal Conditions	19
Attachment 1*	Byrne State Crisis Intervention Program (SCIP) Grant Request for Proposals	*
Attachment 2	Byrne SCIP Grant Proposal	17
Appendix A	Byrne SCIP Advisory Board Roster	1
Appendix C	Key Partner Commitment Form(s)	1
Appendix D	Criteria for Non-Governmental Organizations Receiving Subawards	2
Appendix E	Governing Board Resolution	
Appendix F	Certification of Compliance with BSCC Policies Regarding Debarment, Theft, Fraud, & Embezzlement	1
Appendix G	Project Work Plan	2

* This item is hereby incorporated by reference and can be viewed at:
<https://www.bscc.ca.gov/byrne-state-crisis-intervention-program/>

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

CONTRACTOR

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

YOLO COUNTY

CONTRACTOR BUSINESS ADDRESS
137 N Cottonwood Street

CITY
Woodland

STATE | ZIP
CA | 95695

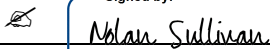
PRINTED NAME OF PERSON SIGNING
Nolan Sullivan

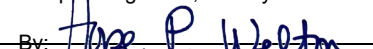
TITLE
Health and Human Services Agency Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
9/25/2024

Approved as to Form:
Philip J. Pogledich, County Counsel

Signed by:

E4752BA1C9414D9...

By: 
Hope P. Welton, Senior Deputy

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS
2590 Venture Oaks Way, Suite 200

CITY
Sacramento

STATE | ZIP
CA | 95833

PRINTED NAME OF PERSON SIGNING
COLLEEN CURTIN

TITLE
Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Byrne State Crisis Intervention Program (SCIP) Grant

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The goal of the BSCC Byrne State Crisis Intervention Program funding is to develop a multipronged approach to decreasing gun violence in California, supporting local jurisdictions in their efforts to improve firearms relinquishment procedures and supporting the enhancement of programs that address behavioral health issues, with a focus on people who are at higher risk for gun violence.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Byrne State Crisis Intervention Program (SCIP) Grant Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Nolan Sullivan
Title: Health and Human Services Agency Director
Address: 137 N. Cottonwood Street, Woodland, CA 95695
Phone: (530) 680-3826

Designated Financial Officer authorized to receive warrants:

Name: Rebecca Mellot
Title: HHSA Assistant Director
Address: 137 N. Cottonwood Street, Woodland, CA 95695
Phone: (530) 666-8630
Email: rebecca.mellot@yolocounty.org

Project Director authorized to administer the project:

Name: Karleen Jakowski
Title: HHSA Assistant Director
Address: 137 N. Cottonwood Street, Woodland, CA 95695
Phone: (530) 661-2978
Email: Karleen.jakowski@yolocounty.org

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Byrne SCIP Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Grant Proposal.

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

Due no later than:

- | | |
|---|------------------|
| 1. July 15, 2024 to September 30, 2024 | October 15, 2024 |
| 2. October 1, 2024 to December 31, 2024 | January 15, 2025 |
| 3. January 1, 2025 to March 31, 2025 | April 15, 2025 |
| 4. April 1, 2025 to June 30, 2025 | July 15, 2025 |
| 5. July 1, 2025 to September 30, 2025 | October 15, 2025 |
| 6. October 1, 2025 to December 31, 2025 | January 15, 2026 |
| 7. January 1, 2026 to March 31, 2026 | April 15, 2026 |
| 8. April 1, 2026 to June 30, 2026 | July 15, 2026 |
| 9. July 1, 2026 to July 15, 2026 | July 31, 2026 |

Note: Project activity period ends July 15, 2026. The period of July 16, 2026 to September 30, 2026 is for completion of Final Local Evaluation Report and financial audit only.

B. Evaluation Documents

Due no later than:

- | | |
|----------------------------------|--------------------|
| 1. Local Evaluation Plan | December 31, 2024 |
| 2. Final Local Evaluation Report | September 30, 2026 |

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee’s principal office, a written index of the location of records stored must be on hand and ready access must be assured.

EXHIBIT A: SCOPE OF WORK

- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

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

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant

EXHIBIT A: SCOPE OF WORK

records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. UNIQUE ENTITY IDENTIFIER (UEI)

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. July 15, 2024 to September 30, 2024
2. October 1, 2024 to December 31, 2024
3. January 1, 2025 to March 31, 2025
4. April 1, 2025 to June 30, 2025
5. July 1, 2025 to September 30, 2025
6. October 1, 2025 to December 31, 2025
7. January 1, 2026 to March 31, 2026
8. April 1, 2026 to June 30, 2026
9. July 1, 2026 to July 15, 2026

Due no later than:

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

Final Invoicing Periods:

10. July 16, 2026 to September 30, 2026

Due no later than:

- November 15, 2026

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

B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, July, 15 2026, and included on the invoice due August 15, 2026. Project expenditures incurred after July 15, 2026 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by September 30, 2026. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 16, 2026 to September 30, 2026 must be submitted during the Final Invoicing Period(s), with the final invoice due on November 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

E. Upon the BSCC’s request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Funding for Byrne SCIP was appropriated as part of the supplemental appropriations enacted under Division B of the Bipartisan Safer Communities Act. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.
- C. If Byrne SCIP funding is reduced or falls below estimates contained within the Byrne SCIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources here:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Project Budget	
Line Item	
1. Salaries and Benefits	\$178,861
2. Services and Supplies	\$642,752
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$0
5. Fixed Assets/Equipment	\$0
6. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award</i>	\$69,000
7. Other <i>(including training, travel, etc.)</i>	\$18,000
8. Indirect Costs	\$90,861
TOTAL	\$999,474

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

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

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

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

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

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

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

to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Byrne SCIP Request for Proposal and Attachment 2: Byrne SCIP Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

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

- 2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Byrne SCIP Request for Proposal and Attachment 2: Byrne SCIP Grant Proposal, or approved modifications;
- 3) failure to provide the required local match share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS**1. 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.

2. 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.

3. 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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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.

4. 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.

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

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

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

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

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

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

Should any provision of a requirement of this award be held to be invalid or unenforceable by its

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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.

6. 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.

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS**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.

7. 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>.

8. 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.

9. 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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

(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.

10. 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://www.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.

11. 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."

12. 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.

13. 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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

completion of such a training on or after October 15, 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://onlinegfmt.training.ojp.gov/>. 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.

14. 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.

15. 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.

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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. 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.

19. 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.

20. 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.

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

"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.** 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.

- 24.** 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.

- 25.** 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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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.

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. 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.

28. 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:

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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).

29. 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.

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. 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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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).

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.****42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the**

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

43. 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.

44. 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.**45. 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.

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.**47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.****48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe**

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

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

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. 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>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. 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.

50. 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.**51. 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.****52. 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:

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

- 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.

53. "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.

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: *Defining Drug Courts: The Key Components* at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
57. Extreme risk protection programs funded under this award 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.
58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

- 59.** The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.
- 60.** The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.
- 61.** Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

- 62.** 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, "FAPIS").

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

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

<https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

- 63.** 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.

Title	0006	04/04/2024
	by Brittany Peterson in Byrne State Crisis Intervention Program	id. 46131642
	Brittany.Peterson@yolocounty.org	

Original Submission	04/04/2024
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Score	n/a
SCIP	checked

The Byrne State Crisis Intervention Program (Byrne SCIP) Grant 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 Byrne SCIP Grant Application until all questions with a red asterisk have been completed. Applicants may reference the Byrne SCIP Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Byrne SCIP Instruction Packet is available on the BSCC website at the Byrne SCIP website . NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION 1 - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
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Applicant Name	Yolo County
Applicant's Physical Address	137 N Cottonwood Street Woodland California 95695 US 38.6859 -121.79297

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

Mailing Address for Payment 137 N Cottonwood Street
 Woodland
 California
 95695
 US
 38.6859
 -121.79297

Federal Employer ID 94-6000548

Unique Entity Identifier (UEI) F9LLL27DJFY4

Funding Category Large Scope (\$500,001 to \$1,000,000)

Lead Public Agency Yolo County Health and Human Services Agency

Project Title Crisis Now 2.0

Program Purpose Areas (PPA) Applicants are required to apply for the Program Purpose Areas (PPA) and Program Activities identified in the Byrne SCIP Instruction Packet (Page 5-6). A total of three PPAs are identified: PPA 1: Communication, Education, Outreach, and Public Awareness PPA 2: Behavioral health deflection for those at risk to themselves or others PPA 3: Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns Applicants are required to address a minimum of one Program Purpose Area and one corresponding Program Activity. Applicants are not required to address each PPA or Program Activity.

Communication, Education, Outreach, and Public Awareness (PPA 1)

Behavioral health deflection for those at risk to themselves or others (PPA 2) Behavioral threat assessment programs
 Triage services, mobile crisis units, and peer support specialists
 Support behavioral health responses and civil legal responses to behavioral health responses

Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns (PPA 3)

Proposal Summary Yolo County requests \$1,000,000 to support our Crisis Now 2.0 behavioral health emergency system. The system consists of a high-tech call center, a 24/7/365 mobile response unit, and a Crisis Reception/Sobering Center. Clients coming to the Crisis Reception/Sobering Center will receive assessments, treatment, and support from licensed professionals and peer specialists. This expansion to the local crisis continuum of care will provide essential services to people in need and utilize county resources more efficiently. Appropriate responses to behavioral health needs are critical to ensuring the safety and wellness of all residents.

SECTION 2 - 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 Officer for Signature.

Project Director Karleen Jakowski

Project Director's Title with Agency/Department/Organization Assistant Director, Health and Human Services Agency

Project Director's Physical Address 37 N. Cottonwood Street
Woodland
California
95695
US
38.68587
-121.79368

Project Director's Email Address Karleen.Jakowski@yolocounty.org

Project Director's Phone Number +15306612978

Financial Officer Rebecca Mellot

Financial Officer's Title with Agency/Department/Organization HHSA Assistant Director/Health and Human Services Agency

Financial Officer's Physical Address 137 Cottonwood Street
Woodland
California
95695
US
38.6859
-121.79297

Financial Officer's Email Address rebecca.mellot@yolocounty.org

Financial Officer's Phone Number +15306668630

Day-To-Day Program Contact Mario Gallegati

Day-To-Day Program Contact's Title with Agency/Department/Organization Clinical Manager/Health and Human Services Agency

Day-To-Day Program Contact's Physical Address 137 Cottonwood Street Woodland California 95695 US 38.6859 -121.79297

Day-To-Day Program Contact's Email Address mario.gallegati@yolocounty.org

Day-To-Day Program Contact's Phone Number +15306668630

Day-To-Day Fiscal Contact Tamara Boyston

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization HHS Behavioral Health Accounting Supervisor

Day-To-Day Fiscal Contact's Physical Address 137 N. Cottonwood Woodland California 95695 US 38.6859 -121.79297

Day-To-Day Fiscal Contact's Email Address Tamara.Boyston@yolocounty.org

Day-To-Day Fiscal Contact's Phone Number +15306612750

Name of Authorized Officer* Nolan Sullivan

Authorized Officer's Title with Agency/Department/Organization HHSA Director, Health and Human Services Agency

Authorized Officer's Physical Address 137 N. Cottonwood Street
Woodland
California
95695
US
38.6859
-121.79297

Authorized Officer's Email Address nolan.sullivan@yolocounty.org

Authorized Officer's Phone Number +15306803826

Authorized Officer Assurances checked

SECTION 3 - PROPOSAL NARRATIVE AND BUDGET This section requests responses to the Rating Factors identified in the the Byrne SCIP Instruction Packet.

Proposal Narrative
Instructions

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Byrne SCIP Grant Instruction Packet (refer to pages 20-25). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately four (4) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) 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 for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants will be prohibited from submitting the Byrne SCIP Grant 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 Byrne SCIP Instruction Packet (refer to page 18).

Project Need

Yolo County requests a Byrne State Crisis Grant to address behavioral health needs. Mental health concerns are on the rise across Yolo County, as they are across the country. Yolo County has identified gaps in its crisis care continuum. There are three crisis mental health clinics: one each in Davis, West Sacramento, and Woodland. These clinics allow walk-ins but are only open during normal business hours Monday through Friday. Behavioral health crises cannot be planned. The nationally recognized Crisis Now Model was identified as the solution to the service gaps in early 2020, and in 2023, Yolo modified the model to create a more financially sustainable plan, which we coined "Crisis Now 2.0."

Crisis Now 2.0 is a way to meet the needs of individuals in behavioral health crisis who may otherwise end up in the emergency department, are at risk for suicide, and/or are involved in the criminal justice system. This innovative approach ensures that every adult in Yolo County has a number to call, a person to respond, and a place to go during a behavioral health crisis.

Previously, the only option for help for a person experiencing distress or a mental health crisis, such as overdose, suicide attempt, or behavioral meltdown, was to call 911, law enforcement or paramedics responded, and

the person was brought to an emergency room or to jail. For many, the experience of having law enforcement respond unnecessarily can exacerbate trauma or distress and escalate a situation due to our connotations of being taken into custody and despite law enforcement's best efforts to respond sensitively.

Additionally, the traditional system was an inefficient use of funds and strained law enforcement and emergency resources, while not giving the best care to the person in need. Behavioral health issues account for as much as 1 in 4 emergency department visits nationally. An estimated \$4.6 billion of avoidable costs come from these visits.

The traditional system does not match people's needs with immediate and targeted help to support the best health outcomes. It also did not connect individuals to ongoing behavioral health services and supports post-crisis.

Yolo County began to launch Crisis Now with a countywide 24/7/365 mobile crisis unit. During the period of January 1, 2024 through March 29, 2024, the mobile crisis unit was used 77 times, 6 times in January, 32 in February and 39 in March. The low number of uses in January is likely because the system was new and not widely known about. The majority of uses were in Woodland, followed by Davis. Our Receiving Center will be operated in Woodland. The length of mobile team responses (time spent with individual in crisis) varied anywhere from 12 minutes to 4 hours.

The service was used by people as young as 7 years old and as old as 84. Thirty-six of the users were female and 41 were male. The party who requested the mobile unit response varied: 15 family/loved ones/caretakers; 30 law enforcement/fire responders; 15 other MH providers; 5 probation, 10 self, and 2 unknown. The service is often used by law enforcement when they encounter someone in need of support.

The 77 responses had the following outcomes: 14 individuals were put on an involuntary treatment hold; 5 were referred to a contracted mental health provider; 5 refused service; 2 were referred to HHS Adult Protective Services and 1 was referred to HHS Child Welfare Services.

This work is aligned with Yolo County's work to keep residents safe and healthy. Gun violence remains a public health concern in Yolo County. Data from the Homicide Tracker (2022-2024) indicates 35 total gun homicides in Yolo County. Yolo is engaged in a community-based violence prevention program, Advance Peace. Additionally, Yolo County's Anonymous Gun Buyback Program collected 150 unwanted firearms.

Project Description	The Crisis Now response system provides Yolo County with safe, effective crisis care that diverts people in distress from local emergency departments and jail by developing a continuum of services that match people's needs. It will save lives and provide more immediate and targeted help, while connecting individuals in crisis to ongoing behavioral health services and supports post-crisis. This comprehensive crisis system revolutionizes the way that Yolo County assists our residents in immediate crisis, connects those with behavioral health needs to care, supports law enforcement responses, and provides new and compassionate ways to
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treat those with significant behavioral health needs at the city, county, and regional levels.

Like a physical health crisis, a behavioral health crisis can be devastating for individuals, families, and communities. While a crisis cannot be planned, we can plan how we structure services and organize approaches to best meet the needs of those individuals who experience a behavioral health crisis. Too often that experience is met with delay, detainment and even denial of service in a manner that creates undue burden on the person, law enforcement, emergency departments and justice systems.

Based on lessons learned and with the assistance of experts through the Crisis Now Academy sponsored by the Mental Health Services Oversight and Accountability Commission (MHSOAC), Yolo County adopted tenets of the Crisis Now model as we build out our crisis system of care.

The Crisis Now model is designed to meet the needs of individuals in BH crisis who may otherwise end up in the ED, are at risk for suicide, and/or are involved in the criminal justice system. It takes a broader conceptualization of crisis response to include crisis prevention, early intervention, and post-crisis services and supports. There are also core principles and practices infused throughout this model that focus on being trauma-informed, putting safety first, using peers in the workforce, and collaborating with law enforcement. It also provides crisis services that are for everyone, everywhere, and any time throughout the County.

The Crisis Now Model focuses on the following four core elements:

High Tech Crisis Call Centers that coordinate all aspects of immediate crisis response,

Mobile Crisis Outreach Teams that work in the community with those at risk and thereby reduce the need for law enforcement officers to provide BH triage in the community, and Facility-Based Receiving Center that divert those experiencing a BH crisis from EDs and provide crisis-specific interventions in safe and secure environments.

Essential Principles and Practices: These include a recovery orientation, trauma-informed care, significant use of peer staff, a commitment to Zero Suicide/Suicide Safer Care, strong commitments to safety for consumers and staff, and collaboration with law enforcement.

While Yolo County has already implemented a High-Tech Call Center and Mobile Crisis Teams, our next phase is to provide adults with Crisis Receiving and Sobering Center services. This will complete our multidisciplinary approach to crisis resolution and provide a “no wrong door” mechanism for those in crisis to receive immediate behavioral health care.

This facility will operate 24 hours a day, 7 days a week, 365 days per year and employ the “No Wrong Door” model, meaning that those in crisis are not turned away. While Yolo County expects the Center to start with six (6) crisis receiving chairs, there will be eight (8) chairs available in the facility for maximum flexibility and to ensure that those in a true mental health or substance-induced crisis are never turned away.

This goal of this facility is to serve individuals who can be served and returned to their home community safely in less than 24 hours. There is no need for medical clearance to be accepted. In addition, law enforcement will not be called to return to the facility after client drop-off because the facility has been unsuccessful at de-escalation. The milieu of the facility is designed to assure that guests and staff are kept safe. This extends from the design of the facility, the staffing ratio, the teamwork culture, and the

use of milieu specialists who are peers who engage guests challenged with poor self-regulation.

The County expects to have 6 crisis chairs filled at any point in time at the Receiving Center which will provide 23-hour crisis stabilization and observation for voluntary clients. Recliner chairs are used to maximize flexibility, client flow, and create an environment conducive to recovery. Crisis Now data shows the average length of an observation stay is only 7-10 hours.

The Receiving Center will:

1. Provide high-speed assessment, observation, engagement, and stabilization services.
2. Assure that each admitted client receives the following service:
 - a. a psychiatric evaluation by a Licensed Psychiatrist or Psychiatric Nurse Practitioner (PNP) that includes a risk assessment and medication evaluation,
 - b. a brief medical screening by a registered nurse (RN) to ensure that co-occurring medical issues are addressed,
 - c. a Substance Use Disorder screening and assessment by a trained staff member,
 - d. a psychosocial assessment by a Licensed Mental Health Professional (LMHP), and
 - e. engagement by peer support staff.
3. Provide an environment that functions as initial crisis engagement.
4. Provide a strong recovery focus with comprehensive planning and community coordination of services; key elements include a welcoming and accepting environment, which conveys hope, empowerment, choice, and higher purpose.
5. Treat individuals in crisis as “guests” in a pleasant, home-like environment designed to promote a sense of safety and privacy and provide a team of crisis-competent professionals, including peers with lived experience who shall engage with the guest.
6. Provide risk assessment and management, treatment planning and specific discharge goals.
7. Make all efforts to link the clients back to their home community. This will include transportation as needed and as appropriate.
8. Meet appropriate standards of care for sobering clients based on Housing First, Harm Reduction, Progressive Engagement, Motivational Interviewing, and Trauma Informed Care models of intervention. The vendor will need to be reviewed and approved by the County’s Managed Care Plan provider as appropriate.

Organizational
Capacity and
Coordination

Yolo County - Crisis Now
Organizational Capacity and Coordination

Yolo County is well-equipped to successfully operate this program. The staffing model for the Crisis Receiving/Sobering Center is as follows: 1 Medical Director/Psychiatrist, 1 Psychiatric Nurse Practitioner, 4 FTE Shift Supervisors, 4 FTE Milieu Specialists, 4 FTE Peer and Behavioral Health Technicians, 8 FTE Registered Nurse/Licensed Vocational Nurses, 1 Nursing Manager, 8 FTE Clinicians, and 1 Program Director. The Medical Director and Psychiatric Nurse Practitioner will conduct

psychiatric evaluations and re-evaluations, write admission orders, and petition reviews. The Milieu Specialists will be responsible for advanced de-escalation and engagement. They will support program safety. The Peer and Behavioral Health Technicians will be responsible for engagement, group facilitation, crisis Intervention, and support. Registered Nurse/Licensed Vocational Nurses' duties will be physical nursing assessment, shift assessments, medication reconciliation, medication room management, and medication pass.

A physician will be on call at all times. There will also be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times. At a minimum there will be a ratio of at least one licensed mental health or waived/registered professional on site for each four patients receiving Crisis Stabilization at any given time. Thus, when all 8 Crisis Receiving/Sobering chairs are full, no less than 2 licensed/waived/registered professional staff must be onsite.

All staff will receive at least 12 hours of training annually on the topics of assessment, evidenced based treatment interventions, and other areas to support the behavioral health needs of the clients, including those in specified target populations. All staff shall receive cultural competency training on an annual basis. This training shall address the ethnic, cultural, and language needs of clients.

The Crisis Receiving Center will be staffed by a contracted provider. The RFP will be released in the Summer of 2024 and the provider contract will be executed within the calendar year. Prior to the Receiving Center opening in Summer of 2025, the awarded contractor will participate in HHSAsponsored training, the creation of policies and procedures, and will begin the hiring process to staff the new facility. Currently, HHSAs and partner agencies (the Cities of Woodland, West Sacramento, and Davis) are developing MOUs to establish the financial contributions of each jurisdiction.

Yolo County has a solid management structure for this project which ensures high quality decision-making. The Crisis Now 2.0 Project Director is Karleen Jakowski, HHSAs Assistant Director and LMFT. Nolan Sullivan is the Director of the Health & Human Services Agency (HHSAs). Currently, HHSAs staff are working with staff from Yolo County General Services and Procurement to remodel an existing building and procure a provider contract. Karleen and Nolan are involved in the decision-making process for Crisis Now 2.0 as well as the County Board of Supervisors when needed.

Once a contract provider is selected, the provider will report to Mario Gallegati, HHSAs Clinical Manager. The HHSAs Adult and Aging Branch Contracts Unit and Mario Gallegati will be responsible for active contract management and will receive regular Results Based Accountability (RBA) reporting from the provider. Additionally, the provider will be documenting in Avatar, HHSAs electronic health record (EHR); this will allow Mario Gallegati and clinical staff real time information on services provided as they are entered into the EHR.

The chosen Vendor shall:

1. Have 3-5 experience providing BH Crisis services.
2. Provide services in the County's threshold languages (English and Spanish) and secure access to other means of interpretation for clients whose preferred language is a non-threshold language.
3. Have at least one (1) year experience billing Medi-Cal/Medicaid.

4. Have at least one (1) year experience operating a Sobering Center, Diversion Center, or Sobering Station.
5. Have experience operating a High-tech Call Center that connects with local dispatch or have connected with other systems in the past.
6. Have experience linking multiple electronic health records/systems/data structures together to build real-time reporting of available community resources.

Project Evaluation and Monitoring

Throughout all stages of the project, from start-up to service delivery, project monitoring and evaluation will be completed and documented. The HHSA Adult and Aging Branch Contracts Unit and Mario Gallegati will be responsible for active contract management and will receive regular Results Based Accountability (RBA) reporting from the provider. Additionally, the provider will be documenting in Avatar, HHSA’s electronic health record (EHR); this will allow Mario Gallegati and clinical staff real-time information on services provided as they are entered into the EHR. Yolo County seeks to engage a contractor with experience linking multiple electronic health records/systems/data structures together to build real-time reporting of available community resources.

Outcomes are a critical piece to measuring program success and ensuring sustainability. Yolo County tracks client and program outcomes using the Results Based Accountability (RBA) framework which answers the following questions: “How much did we do?”; “How well did we do it?” and “Is anybody better off?”

The contracted provider will be required to submit quarterly RBA reports 30 days after the close of each quarter (i.e., October 30, January 30, April 30, and July 30) for each of the three involved scopes. These reports shall include the performance measure (PM) listed below:

How much did we do?

- # of individuals served at the Crisis Reception/Sobering Center
- Average length of stay (in hours) in the Crisis Reception/Sobering Center
- Average Crisis Reception/Sobering Center daily usage
- # of individuals referred to the Crisis Reception/Sobering Center (broken down by self, loved ones, service providers, Mobile Crisis staff, or Law Enforcement/First Responders)

How well did we do?

- # and % of individuals at the Crisis reception/Sobering Center that receive a psychiatric assessment
- # and % of individuals at the Crisis reception/Sobering Center that receive a psychosocial assessment
- # and % of individuals at the Crisis reception/Sobering Center who receive a SUD assessment
- # and % of individuals at the Crisis reception/Sobering Center who are engaged by peer support staff
- # of individuals seeking Crisis Reception/Sobering Center services that were turned away (and reasons for refusal)
- # and % of individuals served in the Crisis Reception/Sobering Center who were not placed in restraints and/or seclusion during their placement

Is anyone better off?

- # and % of individuals served at the Crisis Reception/Sobering Center who were linked, by warm hand-off, to an appropriate MH and/or SUD provider
- # and % of individuals served at the Crisis Reception/Sobering Center

- who were linked to an appropriate homeless and/or housing supports provider
- # and % of individuals served at the Crisis Reception/Sobering Center who were discharged back to their home community after 23 hours or less of stabilization services
- # and % of individuals served at the Crisis Reception/Sobering Center who transitioned to a short-term crisis bed
- # and % of individuals served at the Crisis Reception/Sobering Center who transitioned to a 30-day Crisis Residential Facility bed
- # and % of individuals served at the Crisis Reception/Sobering Center who were placed in an involuntary hold

- We will consider the work successful if the following goals are met:
- At least 800 individuals will be served at the Crisis Reception/Sobering Center per year
 - 90% or more of the individuals served at the Crisis Reception/Sobering Center will receive a psychiatric assessment
 - 90% or more of the individual served at the Crisis Reception/Sobering Center will receive a nursing assessment
 - 75% or more of the individuals served at the Crisis Reception/Sobering Center will be engaged by peer staff
 - 5% or less of individuals seeking Crisis Reception/Sobering Center services will be turned away
 - 50% or less of the individuals served at the Crisis Reception/Sobering Center will require additional crisis services by way of transfer to a Short-Term Crisis bed

Budget Instructions Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission, the Budget Attachment will become Section 5: Proposal Budget (Budget Tables and 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 Tables and Narrative. The grant budget must cover the entire grant period. Funding information is available on pages 7-8 of the Byrne SCIP Instruction Packet. 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 the Byrne SCIP website.

Byrne SCIP Budget Attachment

[Byrne-SCIP-RFP-Budget-Attachment_2.xlsx](#)

SECTION 4 - MANDATORY ATTACHMENTS This section lists the attachments that are required at the time of submission. Project Work Plan (Attachment G) Key Partner Commitment Form, if applicable (Attachment C) Criteria for Non-Governmental Organizations Receiving Subawards (Attachment D) Governing Board Resolution – (not required at time of submission; however, must be submitted if awarded grant funds.) (Attachment E) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment F)

Project Work Plan (Attachment G)

[Byrne-SCIP-RFP-Attachment-G-Project-Work-Plan-Instructions_2.docx](#)

Key Partner
Commitment Form, if
applicable
(Attachment C)

Criteria for Non-Governmental Organizations Receiving Subawards (Attachment D)

[Byrne-SCIP-RFP-Attachment-D-Criteria-for-Non-Governmental-Organizations-Receiving-Subawards_1.pdf](#)

OPTIONAL:
Governing Board
Resolution
(Attachment E)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement
(Attachment F)

[Byrne-SCIP-RFP-Attachment-F-Certification-of-Compliance-with-BSCC-Policies-Regarding-Debarment_1.pdf](#)

OPTIONAL:
Bibliography

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Byrne State Crisis Intervention Grant 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.)



Section 5: Project Budget and Budget Narrative

Byrne SCIP	Applicant Agency:	Yolo County
Program Purpose Area Allocations		

Applicants must allocate all Byrne SCIP grants funds to one or more of the Program Purpose Areas (PPA) as described in the Request for Proposal. No Byrne SCIP funds may be expended outside of the SCIP PPAs. For the purposes of proposal scoring, no PPA shall carry more weight than another. **The totals for the Program Purpose Area (PPA) Funding Table must equal the total grant funds requested.**

Program Purpose Area Funding Table	Total Grant Award
Total Grant Funds Requested	\$999,474
1. Communication, Education, Outreach and Public Awareness	
2. Behavioral health deflection for those at risk to themselves or others	\$999,474
3. Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns	
<i>PPA allocations must equal the total grant funds requested*: Totals</i>	\$999,474

** If PPA allocation totals show as red font, they do not equal the amount of grant funds requested as required.*

Project Budget Table	
Budget Line Item	Grant Funds
1. Salaries and Benefits	\$178,861
2. Services and Supplies	\$642,752
3. Professional Services	\$0
4. Non-Governmental Organization (NGO) Subgrantees	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award</i>	\$69,000
7. Other (Travel, Training, etc.)	\$18,000
8. Indirect Costs	\$90,861
TOTAL	\$999,474

APPENDIX A: BYRNE SCIP ADVISORY BOARD ROSTER

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Juan Avila	Chief Operating Officer <i>(Victim Services)</i>	Garden Pathways
3	Cindy Chavez	Supervisor	Santa Clara County Supervisor
4	Norma Cumpian	Director, Women's Department <i>(Community)</i>	Anti-Recidivism Coalition (ARC)
5	Andrea Dauber-Griffin	Senior Executive Director <i>(Behavioral Health Providers)</i>	Neighborhood House Association
6	Shannon Dicus	Sheriff <i>(Law Enforcement)</i>	San Bernardino County
7	Dean Growdon	Sheriff <i>(Law Enforcement)</i>	Lassen County
8	Kirk Haynes	Chief Probation Officer <i>(Law Enforcement)</i>	Fresno County
9	Jeffrey Macomber	Secretary <i>(Law Enforcement)</i>	California Department of Corrections and Rehabilitation
10	Andrew Mills	Chief of Police <i>(Law Enforcement)</i>	City of Palm Springs
11	Nancy O'Malley	District Attorney (Retired) <i>(Prosecution)</i>	Alameda County
12	Alan Slater	Chief Executive (Retired) <i>(Courts)</i>	Orange County
13	Jason Johnson	Director, Division of Adult Parole Operations <i>(Law Enforcement)</i>	California Department of Corrections and Rehabilitation
14	Eloisa Tuitama	Staff Counsel <i>(Legal Counsel)</i>	Board of State and Community Corrections
15	Angeles Zaragoza	Attorney	Los Angeles County Alternate Public Defender's Office

Attachment C: Sample Key Partner Commitment Form

Byrne State Crisis Intervention Program Grant

Instructions: For the purposes of this RFP, “Key Partner” means an indispensable agency or entity, named in the proposal, that the grantee does not have direct control over, that will provide essential services for the grant project. If the success of the grant project depends upon the cooperation of an outside agency or entity, that agency or entity is a key partner. (See RFP for specific examples.) The form must include the name of the agency or entity, a description of the services to be provided, and be signed and dated by an authorized individual representing the agency or entity. Submit one form per partner agency or organization.

This form is required only if there are key partners identified in the Proposal Narrative.

Applicant: N/A

Partner Organization or Agency: N/A

Grant Service Period: July 15, 2024 to September 30, 2026

Services to be Provided by the Partner Organization or Agency during the Grant Period:

Authorized Signature of Partner Organization or Agency (e-signatures accepted):

Signed by:

E4752BA4C9444D0...

Title of Individual Signing this Form: Nolan Sullivan, Director

Date Signed: 9/25/2024

Attachment D: Criteria for Non-Governmental Organizations Receiving Subawards

Required Attachment: Applicants will be prompted to upload this document from the [Byrne SCIP website](#) to the BSCC Submittable portal.

Instructions: The form on the following page must be submitted with the proposal even if there are no plans to subaward at the time of submission, or if the name of the subaward party is unknown. In either of these cases, the applicant should write “N/A” in the Name of Subgrantee Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Byrne State Crisis Intervention Program (Byrne SCIP) Grant Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all subgrantee third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Byrne SCIP funding as a subgrantee must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of the Byrne State Crisis Intervention Program grantee grant agreement with the BSCC;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC;
- Be registered with the California Secretary of State’s Office, if applicable;
- Be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- 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.

Completing the NGO Assurance Form

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known*),
3. Check Yes or No to indicate if each contracted part meets the requirements,
4. Sign and upload to the BSCC Submittable portal when prompted.

***NOTE:** If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the “Name of Subgrantee Party” field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

Byrne State Crisis Intervention Program Non-Governmental Organization Assurances			
Name of Applicant:			
Name of Subgrantee Party	Address	Email / Phone	Meets All Requirements
n/a			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party subaward 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 Byrne SCIP RFP. These records will be subject to all records and retention language in the Standard Agreement. The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

AUTHORIZED SIGNATURE This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER Nolan Sullivan	TITLE Agency Director	TELEPHONE NUMBER 530-666-8451	EMAIL ADDRESS nsullivan@yolocounty.org
STREET ADDRESS 137 N. Cottonwood Ave	CITY Woodland	STATE CA	ZIP CODE 95695
APPLICANT'S SIGNATURE (e-signature acceptable) Nolan Sullivan <small>Digitally signed by Nolan Sullivan Date: 2024.04.04 10:18:57 -07'00'</small>			DATE 4/3/24

Attachment F: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the [Byrne SCIP webpage](#) to the Submittable Application portal.

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE			
This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER Nolan Sullivan	TITLE Agency Director	TELEPHONE NUMBER 530 666 8451	EMAIL ADDRESS nsullivan@yolocounty.org
STREET ADDRESS 137 N. Cottonwood	CITY Woodland	STATE CA	ZIP CODE 95695
APPLICANT'S SIGNATURE (e-signature acceptable) x Nolan Sullivan			DATE 4/2/2024
<small>Digitally signed by Nolan Sullivan Date: 2024.04.02 13:02:39 -07'00'</small>			

Attachment G: Project Work Plan Instructions

Required Attachment: Applicants will be prompted to upload this document from the [Byrne SCIP webpage](#) to the BSCC Submittable Application portal.

Byrne SCIP applicants must complete a Project Work Plan, using the format below. Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant.

(1) Goal:	>Yolo County will have a “no wrong door” model by adding a Receiving Center to our Care Continuum		
Objectives (A., B., C...):	A. 5% or less of individuals seeking Crisis Reception/Sobering Center services will be turned away. B. 50% or less of the individuals served at the Crisis Reception/Sobering Center will require additional crisis services by way of transfer to a Short-Term Crisis bed C. At least 800 individuals will be served at the Crisis Reception/Sobering Center per year in operation.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. A vendor will be procured. 2. Yolo County residents in crisis, regardless of insurance type, will be welcomed into the Center. 3. The Center will accept residents dropped off by local law enforcement agencies. 4. Individuals whose crisis does not resolve safely within 23 hours will be referred to a short-term crisis bed at Safe Harbor Crisis Residential program.	1. County Staff 2. Vendor staff 3. Vendor staff 4. Vendor staff	1.July 2024 2.July 2024 3.July 2024 4.July 2024	1.July 2025 2. July 2026 3.July 2026 4. July 2026
List data and sources to be used to measure outcomes: Client service data will be pulled from the County’s electronic health record system as all Center services will be documented in this system. All crisis residential services are also documented in this system. Center management staff will be expected to document any instance of Center services refusal and the reasons for said refusal; this data will be reviewed quarterly with the County contract liaison.			

(2) Goal:	> Individuals coming to the Crisis Reception/Sobering Center will be assessed.		
Objectives (A., B., C...):	A.90% or more of the individuals served at the Crisis Reception/Sobering Center will receive a psychiatric assessment. B. 90% or more of the individuals served at the Crisis Reception/Sobering Center will receive a nursing assessment. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. A Psychiatrist or Nurse Practitioner will assess individuals. 2. A Nurse will assess individuals. 3. A Licensed Mental Health provider will assess individuals.	1. Vendor medical staff 2. Vendor medical staff 3. Vendor Clinical Supervisor/Program Manager.	1.July 2024 2.July 2024 3.July 2024	1.July 2026 2. July 2026 3.July 2026
List data and sources to be used to measure outcomes: Client service data, including all assessments, will be pulled from the County’s electronic health record system as all Center services will be documented in this system.			

(3) Goal:	The Crisis Reception/Sobering Center will maintain a positive, welcoming environment.		
Objectives (A., B., C...):	A.75% or more of the individuals served at the Crisis Reception/Sobering Center will be engaged by peer staff B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> 1. Trained 'Milieu Specialists' will be employed in the Receiving Center. 2. Furniture and decor will be home-like and welcoming. 3. Behavioral health trained peer staff will be present. 	<ol style="list-style-type: none"> 1. Vendor Management 2. County contract liaison 3. Vendor Program Manager 	<ol style="list-style-type: none"> 1.July 2024 2.July 2024 3.July 2024 	<ol style="list-style-type: none"> 1.July 2026 2. July 2026 3.July 2026
List data and sources to be used to measure outcomes: Vendor staffing plans will be reviewed and approved by the County contract liaison. Vendor will ensure that at least one peer staff is present in the Center at all times.			