

INTRADEPARTMENTAL CORRESPONDENCE

19-02414
RECEIVED
OCT 30 2019
POLICE COMMISSION

October 29, 2019
3.5

TO: The Honorable Board of Police Commissioners

Richard M. Tefank
RICHARD M. TEFANK
EXECUTIVE DIRECTOR
DATE 10/30/19

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR
FY 2019 MENTAL HEALTH TRAINING GRANT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the award, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
 - A. AUTHORIZE the Chief of Police to ACCEPT the grant award from the California Board of State and Community Corrections (BSCC) FY 2019 Mental Health Training Grant in the amount of \$116,100 for the period of May 1, 2019 through September 30, 2020;
 - B. AUTHORIZE the Chief of Police or his designee to negotiate and execute the grant agreement, subject to City Attorney approval as to form and legality;
 - C. Authorize the Controller to:

1. Establish a new interest-bearing fund titled BSCC FY 2019 Mental Health Training Grant Fund No. to be determined, to receive and disburse the BSCC FY 2019 Mental Health Training Grant;
2. Create a receivable within the Fund in the amount of \$116,100 for the BSCC FY 2019 Mental Health Training Grant;
3. Establish and Appropriate new appropriation accounts within the BSCC FY 2019 Mental Health Training Grant Fund No. to be determined, as follows:

<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
To be determined	BSCC FY 2019 Mental Health Training Grant	\$116,100

4. Establish new Account No. to be determined, Program Income, within the BSCC FY 2019 Mental Health Training Grant Fund No. to be determined and appropriate any interest income earned, as determined by the Office of Finance;

5. Transfer appropriation within Department 70, Fund No. to be determined, General Fund as follows:

FROM:		
<u>Fund/Account</u>	<u>Account Title</u>	<u>Amount</u>
To be determined	BSCC FY 2019 Mental Health Training Grant	\$77,401
TO:		
<u>Fund/Account</u>	<u>Account Title</u>	<u>Amount</u>
100/70 001090	Overtime General	\$69,607
100/70 001092	Overtime Sworn	\$ 7,794
	TOTAL	\$77,401

D. AUTHORIZE the Los Angeles Police Department (LAPD) to:

1. Spend up to the grant amount of \$116,100 in accordance with the grant award agreement;
2. Receive and deposit a one-time grant receipt of \$116,100 in Fund No. to be determined, Department No. 70, the BSCC FY 2019 Mental Health Training Grant.

E. INSTRUCT the City Clerk to place on Council Calendar July 1, 2020, the following action relative to the BSCC FY 2019 Mental Health Training Grant, that the City Council, subject to the approval of the Mayor, authorize the Controller to Transfer appropriation within Department 70, Fund No. to be determined, to the General Fund as follows:

FROM:		
<u>Fund/Account</u>	<u>Account Title</u>	<u>Amount</u>
To be determined	BSCC FY 2019 Mental Health Training Grant	\$38,699
TO:		
<u>Fund/Account</u>	<u>Account Title</u>	<u>Amount</u>
100/70001090	Overtime General	\$34,803
100/70001092	Overtime Sworn	\$ 3,896
	TOTAL	\$38,699

F. AUTHORIZE the LAPD to prepare Controller Instructions for any technical adjustments, subject to the approval of the CAO, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

DISCUSSION

The BSCC distributed \$7 million to local sheriff departments, police departments, and probation agencies, on a per capita basis, for mental health related training delivered to their Standards and Training for Corrections (STC) eligible staff from May 1, 2019 through September 30, 2020. The LAPD will use the grant funds to provide mental health related training to 430 STC-eligible detention officers, senior detention officers, and police officers. The LAPD will allocate \$104,410 for civilian overtime and \$11,690 sworn overtime.

If you have any questions, please contact Stella Larracas, Senior Management Analyst, Officer in Charge, Grants Section, Fiscal Operations Division at (213) 486-0380.

Respectfully,


MICHEL R. MOORE
Chief of Police

Attachments

BOARD OF
POLICE COMMISSIONERS

Approved *November 5, 2019*
Secretary *Maria Silva*

INTRADPARTMENTAL CORRESPONDENCE

September 27, 2019
3.5

TO: Chief of Police

FROM: Commanding Officer, Fiscal Operations Division

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR
FY 2019 MENTAL HEALTH TRAINING GRANT

Attached for your approval and signature is an Intradepartmental Correspondence to the Board of Police Commissioners requesting approval to transmit the attached award from the California Board of State and Community Corrections (BSCC) for the FY 2019 Mental Health Training Grant, made available through the Edward Byrne Memorial Justice Assistance Grant Program. The Los Angeles Police Department (LAPD) is requesting authorization to accept the \$116,100 grant award for the period of May 1, 2019 through September 30, 2020.

The BSCC distributed \$7 million to local sheriff departments, police departments, and probation agencies, on a per capita basis, for mental health related training delivered to their respective Standards and Training for Corrections (STC) eligible staff. The LAPD will use the grant funds to provide mental health related training to 430 STC-eligible detention officers, senior detention officers, and police officers. The LAPD will allocate \$104,410 for civilian overtime and \$11,690 for sworn overtime.

If you have any questions, please contact Barbra Montesquieu, Senior Management Analyst, Grants Section, Fiscal Operations Division, at (213) 486-0380.



ANNEMARIE SAUER, Police Administrator II
Commanding Officer
Fiscal Operations Division

Attachments

AGREEMENT NUMBER BSCC 0171-18-MH
PURCHASING AUTHORITY NUMBER (If Applicable) BSCC5227

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

CONTRACTING AGENCY NAME
 Board of State and Community Corrections

CONTRACTOR NAME
 Los Angeles Police Department

2. The term of this Agreement is: **May 1, 2019 through September 30, 2020.**

3. The maximum of this Agreement is: **\$ 116,100.00**
One Hundred Sixteen Thousand One Hundred dollars and no/cents

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

Exhibit A:	Scope of Work	6 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	*GTC 04/2017, General Terms and Conditions	0 pages
Exhibit D:	Special Terms and Conditions	5 pages
Exhibit E:	2016 JAG Award Federal Conditions	12 pages

**Items shown with an asterisk(*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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.)
 Los Angeles Police Department

CONTRACTOR BUSINESS ADDRESS
 180 N. Los Angeles Street

CITY
 Los Angeles

STATE
 CA

ZIP
 90012

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS
 2590 Venture Oaks Way Suite #200

CITY
 Sacramento

STATE
 CA

ZIP
 95833

PRINTED NAME OF PERSON SIGNING

TITLE
 Deputy Director

Evonne Garner

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

[Signature]

DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)
 SCM Volume 1 4.06

*DRAFT
 DO NOT SIGN*

**EXHIBIT A
SCOPE OF WORK**

1. GRANT AGREEMENT

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and Los Angeles Police Department hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. This grant provides funds for a statewide mental health training initiative to provide critical training to corrections personnel. The funding is being distributed on a per capita basis to local sheriff's offices, police departments and probation agencies for mental health related training for Standards and Training for Corrections (STC) eligible staff from May 1, 2019 through September 30, 2020.
- B. This grant provides travel reimbursement for those agencies that will be sending one staff person to a tuition free master instructor training for the new Behavioral Health training that is included in the core training for Adult Corrections Officer, Juvenile Corrections Officer, and Probation Officer.
- C. Grantee agrees to administer the project in accordance with the terms of this Grant 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 in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project director shall be as follows:

Project Director authorized to administer the project:

Name: Gary Newton

Title:

Address: 180 N. Los Angeles Street, Los Angeles, CA 90012

Phone: (213) 356-3450

Fax:

Email: gary.newton@lapd.online

**EXHIBIT A
SCOPE OF WORK**

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

4. PURPOSE AREAS AND GRANT PROVISIONS

This funding is being provided for two purposes:

- 1) Mental health related training for local corrections staff
- 2) Instructor training for new STC Behavioral Health training in core

Prior to receiving this grant, each grantee completed a needs assessment survey indicating the number of STC eligible staff expected to receive mental health related training during the grant period and whether their agency would send a staff person to the Behavioral Health instructor training.

The requirements for spending funds in these two purpose areas are described below. The appropriate box(es) for this agreement as indicated by your agency's needs assessment is/are checked below.

Mental Health Related Training

- 1. The funds can only be used to send STC participating staff to mental health related training within the State of California. Mental health related training is broadly defined to include single classes or multiple class courses of training that include content such as signs and symptoms of mental illness, substance use disorder, trauma informed care, stigma and bias, crisis intervention, de-escalation techniques, and suicide prevention and other courses with mental health related content.
- 2. The training must be STC certified. It can be certified as a Request for Certification (RFC), Special Certification (SC), or Intensified Format Training (IFT) course. Work Related Experience (WRE) courses are not allowed. Information on obtaining STC certification can be found in the STC Policy and Procedure Manual for Participating Agencies.
- 3. The funds can only be used for new training. It cannot be used to backfill or fund existing training efforts (no subvention).
- 4. The training must be completed within the grant award period of May 1, 2019 through September 30, 2020.
- 5. The funds may only be spent for costs associated with STC certified mental health related training in the following four budget categories: 1) replacement; 2) travel; 3) per diem; and, 4) tuition, in accordance with current guidelines set forth in the STC

EXHIBIT A
SCOPE OF WORK

Policy and Procedure Manual for Participating Agencies. The accounting records of participating agencies must be set up to collect and report quarterly information in these four budget categories.

6. The Grantee is not required to train the number of positions reported in their needs assessment because agencies may find that the cost of their projections exceed the amount provided by this grant. In those cases, the number of staff trained at the end of the grant period may be fewer than the number of staff reported on the needs assessment.
7. The Grantee must submit quarterly reports.
8. The Grantee must establish a separate account for JAG funds. This must be a Trust Fund account. This account/fund must be established according to existing county or city auditor-controller/fiscal officer policies and procedures. If it is set up as an interest-bearing account, the interest can only be used within the scope of this contract and cannot be used for any expenses beyond this project. These funds must be kept separate from STC funds and all other funding sources.

Instructor Training for the STC Behavioral Health Unit

1. All agencies that deliver core training must send one staff member to a master instructor training course hosted by STC. The training will allow the participant to train other trainers within their agency on how to deliver the lesson plan for new Behavioral Health training in the entry-level core training programs.
2. Agencies that wish to use the Behavioral Health lesson plans for annual training may send one staff member to the master instructor course and use the information to train other trainers within their agency on how to deliver the Behavioral Health training.
3. Tuition for the master training course will be free of charge for all agencies that indicated they would be sending a staff person to the master training course in their needs assessment survey.
4. All travel expenses incurred to attend the master training by agencies will be reimbursed by BSCC through this grant. The grantee must submit those travel expense claims to the BSCC within 120 days from completion of travel or before October 15, 2020, whichever date is sooner.

5. PROGRESS REPORTS AND FINAL PROJECT SUMMARY

- A. Grantee will submit two (2) types of quarterly progress reports as follows:
 1. Mental health training progress report - This quarterly report provides information about how many staff were trained, the training that was provided, and how the funds were spent during the reporting period. This information will be provided in a format prescribed by BSCC.

EXHIBIT A
SCOPE OF WORK

2. Federal performance indicators – This quarterly report is filed through the federal reporting system, Performance Measuring Tool (PMT), administered by the Bureau of Justice Assistance.

These reports shall be submitted according to the following schedule:

Progress Report Periods	Due Date
1) May 1 through September 30, 2019	October 15, 2019
2) October 1 through December 31, 2019	January 15, 2020
3) January 1 through March 31, 2020	April 15, 2020
4) April 1 through June 30, 2020	July 15, 2020
5) July 1 through September 30, 2020	October 15, 2020

Grantee will submit a project close out summary report of the mental health training progress report.

Final Summary Report **Due November 30, 2020**

- B. Grantees must submit required reports even if there is no activity or expenditures in the progress report period.
- C. Links to the reports can be found at <https://www.bscc.ca.gov/mental-health-training-grant-jag/>

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, training completion 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. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. 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.
- D. All Grantee records relevant to the project must be preserved a minimum of three (3) years after completion of the grant term 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.

EXHIBIT A
SCOPE OF WORK

7. AUDIT

Grantee must submit an audit of expenditures within no later than 9 months after the close of each fiscal year during the term of the award. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the Grantee will submit a City/County Single Federal Audit Report as required by § 200.501 of Title 2 of the Code of Federal Regulations. The Audit Report must be submitted to the BSCC within the required timeframe of 30 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 30 days from the end of the grant period.

OR

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

EXHIBIT A
SCOPE OF WORK

8. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

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

In the event the grantee does not have a Data Universal Number, they are required to obtain one by calling 866-705-5711 or apply online at www.dnb.com/

A DUNS number is usually received within 2 business days.

Insert your Agency Duns Number: _____

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. NEEDS ASSESSMENT AND FUNDING

- A. To determine the amount of funding provided by this grant, each grantee completed a Needs Assessment Survey.
- B. The Needs Assessment Survey for this agency identified:
 - a. 430 staff to be trained under Purpose Area 1
 - b. 1 staff to attend master instructor training under Purpose Area 2
- C. The Needs Assessment Survey asked correctional agencies to project the number of staff that would receive training under this grant as a method of identifying the statewide need and determining the per capita distribution amount under Purpose Area 1. The per capita amount provided under Purpose Area 1 is \$270.00 per reported position. Any agency with 11 or fewer reported positions will receive a minimum allocation of \$2,970.
- D. The Needs Assessment Survey asked correctional agencies to identify whether they would be sending one staff person to a master instructor training for the new Behavioral Health training in core. Agencies that deliver their own core are required to send a staff person to the training under the provisions of this grant. All other agencies have the option to send a staff person to the training. If the Needs Assessment affirmed attendance, the corresponding box for Purpose Area 2 is checked in Section 4 of this agreement. Tuition for the class will be free of charge and all travel related expenses for the one staff person will be reimbursed by BSCC upon receipt of a travel expense claim in a format prescribed by the BSCC.

2. PAYMENTS

- A. Funding under Purpose Area 1 of this grant will be released in one full payment upon receipt of a signed copy of this agreement and subsequent execution by BSCC.
- B. Funding under Purpose Area 2 of this grant will be paid through reimbursement of authorized travel related expenses.
- C. Any unspent funds remaining at the end of the grant term must be remitted to the BSCC within 90 days.

3. GRANT AMOUNT AND LIMITATION

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the U.S. Department of Justice, Office of Justice Programs. 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.

5. PROJECT COSTS

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

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 is 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 this grant agreement.
- 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 State Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the 2016 JAG Federal Award Special 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 this grant agreement.

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 with providers for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

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

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

- 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.

7. MODIFICATIONS

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

8. TERMINATION

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

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with this Grant Agreement.
- 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Standards and Training for Corrections 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 Standards and Training for Corrections 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 Standards and Training for Corrections 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 Standards and Training for Corrections 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

10. WAIVER

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

EXHIBIT E
2016 JAG AWARD FEDERAL CONDITIONS

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

1. Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this award are material requirements of the award. Compliance with any certifications or assurances 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.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("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. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

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

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), 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 2016 award.

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

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.

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3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide", effective December 2017"), including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is accessible at:
https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf

4. Requirement to report potentially duplicative funding

If the Grantee 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 will promptly notify, in writing, the grant manager for this OJP award.

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

The Grantee acknowledges that the BSCC, 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 <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

6. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, 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, \$150,000). 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: <http://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 \$150,000)), and are incorporated by reference here.

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

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct

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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 Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://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.

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide, effective December 2017" accessible at: https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf.)

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

The Grantee must collect and maintain data that measure the performance and effectiveness of activities 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, and other applicable laws.

10. OJP Training Guiding Principles

Any training or training materials that the Grantee -- 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: <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

11. Effect of failure to address audit issues

The Grantee acknowledges and agrees to comply with any request related to the following: the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the BSCC, if (as determined by the DOJ awarding agency) the BSCC 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.

12. The Grantee 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

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this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

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

The Grantee, 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.

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

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 also sets out rules and requirements that pertain to Grantee 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, 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.

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

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The Grantee, 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, 2016, are set out at <http://oip.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the

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recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

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

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

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

1) In accepting this award, the Grantee--

- 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.

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- 2) If the Grantee 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 Grantee'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.

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

The Grantee 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 Grantee 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.

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 Grantees 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. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with OJP grant monitoring guidelines, protocols, and procedures, and

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to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Grantee acknowledges and agrees to comply with any request related to the BSCC requirements to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the Grantee understands that the BSCC must abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.

22. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
23. 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.
24. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor its subrecipients' compliance with applicable federal civil rights laws. The BSCC has submitted written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov; the required elements of an MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the BSCC to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition.
26. 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 grantee 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.
27. The Grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies,

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if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

- 28.** Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 29.** The Grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
- 30.** The Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
- 31.** 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 Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 32.** The Grantee agrees to 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 grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Grantee 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 grant, the Grantee agrees to contact BJA.

The Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;

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- 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 Grantee 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 grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, 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.

- 33. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
- 34. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safetyinitiative.htm>.
- 35. The Grantee agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- 36. The Grantee agrees to monitor subcontracts under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial

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Guide, and to include the applicable conditions of this award in any subcontract. The Grantee is responsible for oversight of subcontractor spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subcontractors. The recipient agrees to submit to the BSCC, upon request, documentation of its policies and procedures for monitoring of subcontracts under this grant.

- 37.** Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
- 38.** Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
- 39.** The Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
- 40.** Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
- 41.** Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
- 42.** Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

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- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

43. BJA strongly encourages the Grantee to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
45. The Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
46. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

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

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The details of the BSCC's obligations regarding the 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 <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

47. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or Grantee, with respect to subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

48. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also acknowledges and agrees to comply with any request related to the BSCC's requirement to 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.

BOARD OF STATE AND COMMUNITY CORRECTIONS

2019 Mental Health Training Grant

This grant provides \$7 million for mental health training for corrections staff employed at Sheriff's Offices, Probation Departments, and Police Departments. Funding will be distributed on a per capita basis. To determine how much funding each agency will receive, please complete this survey by April 19, 2019 indicating how many staff your agency intends to train with these funds. If this survey is not completed by the due date, your agency may become ineligible to receive funds.

*** 1. How many staff will receive mental health training under the provisions of this grant?**

*** 2. Will your agency send a trainer to the Master Training for Trainers class for the Behavioral Health Unit that has been added to core training (required for any agency that delivers their own core training)?**

Yes

No

*** 3. Agency Assigned Point of Contact**

Contact Name

Agency Name

Address

Address 2

City/Town

ZIP/Postal Code

Email Address

Phone Number