RESOLUTION - ACTION REQUESTED 2021-206

MEETING: April 20, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Agreement with the California Board of State and Community Corrections

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with the California Board of State and Community Corrections to provide funding for The Coronavirus Emergency Supplemental Funding (CESF) grant program in the amount not to exceed $34,916; and authorize the Health and Human Services Agency (HHSA) Director to sign the agreement.

The Coronavirus Emergency Supplemental Funding (CESF) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. CESF provides federal funding to states, local governments and tribes to prevent, prepare for and respond to the coronavirus. This CESF program will target the Corona Virus and vaccine related needs of those in custody and those re-entering the community. CESF uses include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and for addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The County of Mariposa will pass through the $34,916 funding to the Alliance for Community Transformations (Alliance) to operate the program. Alliance is a multiservice nonprofit based in Mariposa. The Alliance operates five programs in Mariposa: Connections Emergency Shelter (homeless shelter), Mariposa Heritage House (substance use disorder supports and drop in center), Mountain Crisis Services (domestic violence and sexual assault services), Court Appoint Special Advocates (services to foster youth), and Ethos Youth Center (drop in center for youth). The funding under CESF will address needs that have been identified through these programs in consultation with program participants and available data.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved a prior agreement with the California Board of State and Community Corrections on March 12, 2019 through Resolution No. 2019-123.
Resolution - Action Requested 2021-206

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Board of Supervisors could decide not to accept the agreement, resulting in the forfeiture of the grant funding for these services.

FINANCIAL IMPACT:
New funds are available through the Coronavirus Emergency Supplemental Funding Grant Program to provide these services. There will be no impact on the County General Fund.

ATTACHMENTS:
2020 CESF Grant Agreement County of Mariposa 110-20 version 2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
From: McDaniel, Daryl<McDaniel@bscc.ca.gov>
Sent: Wednesday, April 21, 2021 4:57 PM
To: Wilson, Dumile<wilson@mariposacounty.org>
Cc: Dizdarevic, Adelita<dizdarevic@bscc.ca.gov>
Subject: RE: CESF Grant Agreement, County of Mariposa

Dumile,

Yes, your agency will receive a electronic copy of the grant agreement once it is signed by BSCC management.

Daryl McDaniel
Field Representative
Corrections Planning and Grant Programs
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833
http://www.bssc.ca.gov
phone 916.341.7392
Cell 916.207.7714
Fax 916.327.3317
Email Daryl.mcDaniel@bscc.ca.gov
LEADERSHIP * EXCELLENCE * SUPPORT

From: Wilson, Dumile<dwilson@mariposacounty.org>
Sent: Wednesday, April 21, 2021 4:53 PM
To: McDaniel, Daryl<McDaniel@bscc.ca.gov>
Cc: Dizdarevic, Adelita<dizdarevic@bscc.ca.gov>
Subject: Re: CESF Grant Agreement, County of Mariposa

Ok. Will we receive an electronic copy of the executed agreement?

Regards,

From: Wilson, Dumile<dwilson@mariposacounty.org>
Sent: Wednesday, April 21, 2021 4:22 PM
To: Daryl<McDaniel@bscc.ca.gov>
Cc: Randy<Randolph@bscc.ca.gov>
Beth<Beth@bscc.ca.gov>

Good afternoon Daryl,

We just recently received approved signatures for the CESF grant agreement. As soon as you are able, please providing the mailing address to send the hardcopy original documents. Once a signature is provided from CESF, Our County will need to receive an original executed agreement for our records.

Thank you!

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

**CONTRACTING AGENCY NAME**

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

**CONTRACTOR NAME**

**COUNTY OF MARIPOSA**

2. The term of this Agreement is:

**START DATE**

MARCH 31, 2021

**THROUGH END DATE**

JANUARY 31, 2022

3. The maximum amount of this Agreement is:

$34,916.04

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.

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<thead>
<tr>
<th>EXHIBITS</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
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<td>Exhibit A</td>
<td>Scope of Work</td>
<td>4</td>
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<td>Exhibit B</td>
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<td>Exhibit C</td>
<td>General Terms and Conditions (04/2017)</td>
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<td>Exhibit D</td>
<td>Special Terms and Conditions</td>
<td>3</td>
</tr>
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<td>Exhibit E</td>
<td>Coronavirus Emergency Supplemental Funding (CESF) Federal Conditions</td>
<td>13</td>
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<tr>
<td>Attachment 1</td>
<td>2020 CESF Request for Applications (Proposal Instructions Packet &amp; Application Package)</td>
<td>*</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>2020 CESF Grant Application for Funding</td>
<td>23</td>
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<tr>
<td>Attachment 3</td>
<td>2020 CESF Federal Program Solicitation</td>
<td>*</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Criteria for Non-Governmental Organizations Receiving CESF</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

**CONTRACTOR**

**COUNTY OF MARIPOSA**

**CONTRACTOR BUSINESS ADDRESS**

5362 Lemee Lane

**CITY**

Mariposa

**STATE**

CA

**ZIP**

95338

**PRINTED NAME OF PERSON SIGNING**

Shannon Gadd

**TITLE**

Director

**CONTRACTOR AUTHORIZED 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**

Ricardo Goodridge

**TITLE**

Deputy Director

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**

Ricardo Goodridge

Digitally signed by Ricardo Goodridge

Date: 2021.06.14 20:57:14 -07'00'

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

APPROVED AS TO FORM:

Steven W. Dahlem

COUNTY COUNSEL
EXHIBIT A: SCOPE OF WORK

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

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

2. PROJECT SUMMARY AND ADMINISTRATION

   A. The Coronavirus Emergency Supplemental Funding (CESF) program is administered by the U.S. Department of Justice, Bureau of Justice Assistance. CESF provides federal funding to states, local governments and tribes to prevent, prepare for and respond to the coronavirus. CESF uses include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and for addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

   B. Grantee agrees to administer the project in accordance with Attachment 1: 2020 CESF Request for Applications (incorporated by reference), Attachment 2: 2020 CESF Grant Application for Funding, and Attachment 3: 2020 CESF Program Solicitation.

3. PROJECT OFFICIALS

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

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

      **Authorized Officer** with legal authority to sign:
      
      Name: Shannon Cadd  
      Title: Director  
      Address: 5362 Lemee Lane Mariposa, CA 95338  
      Phone: 209-966-2000

      **Designated Financial Officer** authorized to receive warrants:
      
      Name: Randy Ridenhour  
      Title: Sr. Administrative Analyst  
      Phone: 209-742-0922  
      Email: rridenhour@mariposacounty.org

      **Project Director** authorized to administer the project:
      
      Name: Baljit Hundal  
      Title: Division Director of Health  
      Phone: 209-966-2000  
      Email: bhundal@mariposacounty.org

   C. Either party may change its project representatives upon written notice to the other party.

   D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.
EXHIBIT A: SCOPE OF WORK

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

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

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

<table>
<thead>
<tr>
<th>Semi-Annual Progress Report Periods</th>
<th>Due no later than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. March 31, 2021 to June 30, 2021</td>
<td>July 15, 2021</td>
</tr>
<tr>
<td>2. July 1, 2021 to December 31, 2021</td>
<td>January 15, 2022</td>
</tr>
</tbody>
</table>

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

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

a) the total amount of large covered funds received from the agency;

b) the amount of large covered funds received that were expended or obligated for each project or activity;

c) a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
   i. the name of the project or activity;
   ii. a description of the project or activity; and
   iii. the estimated number of jobs created or retained by the project or activity, where applicable; and

d) detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

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

Reports shall be submitted according to the following schedule:

<table>
<thead>
<tr>
<th>Quarterly Progress Report Periods</th>
<th>Due no later than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. March 31, 2021 to June 30, 2021</td>
<td>July 10, 2021</td>
</tr>
<tr>
<td>2. July 1, 2021 to September 30, 2021</td>
<td>October 10, 2021</td>
</tr>
</tbody>
</table>
EXHIBIT A: SCOPE OF WORK

3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to January 31, 2022

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

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

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

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures,
EXHIBIT A: SCOPE OF WORK

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

OR

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

OR

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

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

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

1. STATEMENTS OF EXPENDITURES AND PAYMENT

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

<table>
<thead>
<tr>
<th>Quarterly Invoicing Periods:</th>
<th>Due no later than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. March 31, 2021 to June 30, 2021</td>
<td>August 15, 2021</td>
</tr>
<tr>
<td>2. July 1, 2021 to September 30, 2021</td>
<td>November 15, 2021</td>
</tr>
<tr>
<td>3. October 1, 2021 to December 31, 2021</td>
<td>February 15, 2022</td>
</tr>
</tbody>
</table>

B. All grant project expenditures must be incurred by the end of the grant project cycle, January 31, 2022, and included on the final statement of expenditures due March 15, 2022. Project costs incurred after January 31, 2022 will not be reimbursed/eligible for contribution.

C. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

D. Any unspent funds remaining at the end of the agreement term, must be returned to the BSCC within 30 days of the end of the grant agreement.

2. GRANT AMOUNT AND LIMITATION

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

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

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC
EXHIBIT B: BUDGET AND PAYMENT DETAILS

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

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

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

B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

5. PROMPT PAYMENT CLAUSE

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

6. PROJECT BUDGET

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>GRANT FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salaries and Benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>2. Services and Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Professional Services or Public Agency Subcontracts</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Non-Governmental Organization (NGO) Subcontracts</td>
<td>$34,916.04</td>
</tr>
<tr>
<td>5. Equipment/Fixed Assets</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Other (Travel, Training, etc.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Indirect Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$34,916.04</strong></td>
</tr>
</tbody>
</table>
EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor’s expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made
EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 04/2017)

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

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and
(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

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

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

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

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

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

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

5. ACCOUNTING AND AUDIT REQUIREMENTS
   A. All funds received by the Grantee shall be deposited into separate fund accounts which
      identify the funds and clearly show the manner of their disposition. Grantee agrees that
      accounting procedures for grant funds received pursuant to this Grant Agreement shall be in
      accordance with generally accepted government accounting principles and practices, and
      adequate supporting documentation shall be maintained in such detail as to provide an audit
      trail. Supporting documentation shall permit the tracing of transactions from such documents
      to relevant accounting records, financial reports and invoices.

   B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal
      year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A:
      Scope of Work, Section 7. Audit, for federal audit requirements.

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

6. DEBARMMENT, FRAUD, THEFT OR EMBEZZLEMENT
   It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal,
   or other improper use. As such, the Board will not enter into contracts or provide reimbursement
   to grantees that have been:
EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

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

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2020 CESF Request for Applications, Attachment 2: 2020 CESF Grant Application for Funding, Attachment 3: 2020 CESF Program Solicitation; and
3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

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

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee’s failure to diligently proceed in accordance with the State’s instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee’s appeal for a final decision, it shall be deemed a final decision adverse to the Grantee’s contentions. The State’s final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS

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

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

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP
awards and subawards ("subgrants"), see the OJP website at
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
SPECIAL CONDITIONS

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

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

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

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

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

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

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

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

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

7. Requirement to report potentially duplicative funding

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

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

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

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

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

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

9. Employment eligibility verification for hiring under the award

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

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

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

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

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

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

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

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

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

4. Rules of construction

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

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

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

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

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

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

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open
competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.

200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

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

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

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

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

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

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
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announcement (solicitation), or an associated federal statute -- that a purpose of some or all of
the activities to be carried out under the award (whether by the recipient, or a subrecipient at any
tier) is to benefit a set of individuals under 18 years of age.

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

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

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

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

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

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

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

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier
-- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles
for Grantees and Subgrantees, available at

19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28
   C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28
   C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28
   C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

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

24. Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
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Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020).

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

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

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

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

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

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

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

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

1. In accepting this award, the recipient—

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
   a. it represents that--
      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

   The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

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

29. Encouragement of policies to ban text messaging while driving

   Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
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30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.

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

31. Signing Authority

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

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

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

34. FFATA reporting: Subawards and executive compensation

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

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

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

35. Required monitoring of subawards

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

36. Use of program income

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

37. Justice Information Sharing

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

38. Avoidance of duplication of networks

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

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with
the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other
related federal environmental impact analyses requirements in the use of these award funds,
either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first
determine if any of the following activities will be funded by the grant, prior to obligating funds for
any of these purposes. If it is determined that any of the following activities will be funded by the
award, the recipient agrees to contact BJA. The recipient understands that this condition applies
to new activities as set out below, whether or not they are being specifically funded with these
award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient,
or any third party, and the activity needs to be undertaken in order to use these award funds, this
EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING
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condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION PACKAGE
Amended Document – See RED Text on Page 2

Eligible Applicants: California Counties

RFA Released: November 20, 2020

Proposals Due: February 1, 2021
Amended to March 12, 2021

Grant Period: March 31, 2021 to January 31, 2022
Coronavirus Emergency Supplemental Funding (CESF) Program

PROPOSAL PACKAGE
COVER SHEET

Submitted by:
Mariposa COUNTY

Date Submitted:
3/12/2021
A complete proposal package for funding under the Coronavirus Emergency Supplemental Funding (CESF) Program must contain the following items:

<table>
<thead>
<tr>
<th>Required Items:</th>
<th></th>
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<tbody>
<tr>
<td>1 Cover Sheet (previous page)</td>
<td>✓</td>
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<tr>
<td>- Insert Applicant Name and Date of Submission</td>
<td></td>
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<tr>
<td>2 CESF Proposal Checklist</td>
<td>✓</td>
</tr>
<tr>
<td>- Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</td>
<td>✓</td>
</tr>
<tr>
<td>3 Applicant Information Form</td>
<td>✓</td>
</tr>
<tr>
<td>- Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</td>
<td>✓</td>
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<tr>
<td>4 Proposal Narrative</td>
<td></td>
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<tr>
<td>- 6 pages or less</td>
<td>✓</td>
</tr>
<tr>
<td>5 Criteria for Non-Governmental Organizations (Appendix C )</td>
<td>✓</td>
</tr>
<tr>
<td>- Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</td>
<td>✓</td>
</tr>
<tr>
<td>6 CESF Local Advisory Committee Membership Roster (Appendix D)</td>
<td>✓</td>
</tr>
<tr>
<td>7 Project Work Plan (Appendix E)</td>
<td>✓</td>
</tr>
<tr>
<td>8 Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix J i)</td>
<td>✓</td>
</tr>
<tr>
<td>- Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</td>
<td>✓</td>
</tr>
<tr>
<td>9 Budget Information (Budget Table &amp; Narrative)</td>
<td>✓</td>
</tr>
<tr>
<td>- Use the BSCC provided template</td>
<td>✓</td>
</tr>
</tbody>
</table>

| Optional:                                      |   |
| Governing Board Resolution (Appendix I □)     |   |
| Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission. |   |

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

[X] Applicant Authorized Signature (see Applicant Information Form, Part L, next page)
A. **Applicant**: Complete the required information for the local government submitting the form (i.e. <NAME> County).

B. **Tax Identification Number**: Provide the tax identification number of the Applicant.

C. **Project Title**: Provide the title of the project.

D. **Project Summary**: Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.

E. **Grant Funds Requested**: See page 3 of the Proposal Instructions Packet for funding by County.

F. **Pass-Through Requirement**: Identify the dollar amount and percentage of grant funds that will be passed through to non-governmental, community-based organizations. At least 20 percent of the CESF award must be passed through to one or more CBOs in order to be eligible for funding.

G. **Lead Public Agency (LPA)**: Indicate which local public agency will be the Lead for the CESF Program

H. **Project Director**: Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

I. **Financial Officer**: Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

J. **Day-to-Day Project Contact**: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

K. **Day-to-Day Fiscal Contact**: Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

L. **Authorized Signature**: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.
NAME OF APPLICANT: County of Mariposa

STREET ADDRESS: 5362 Lemee Lane

MAILING ADDRESS (if different): P.O. Box 99

CITY: Mariposa

CITY: Mariposa

STATE: CA

STATE: CA

ZIP CODE: 95338

ZIP CODE: 95338

TAX IDENTIFICATION #: 94-6000880

PROJECT TITLE: Vaccine Ambassador program - Alliance for Community Transformations, subcontractor

PROJECT SUMMARY (100-150 words):
Individuals re-entering society during COVID-19 face more difficulties finding work and housing. Connections will hire a part-time employee who will act as a vaccine ambassador within our homeless community and those with a connection to the criminal justice system. While individuals leaving the corrections system have had the opportunity to be vaccinated, there are many who were released from jail prior to the vaccine being available. The vaccination will also help people to work toward stability as they will not need to worry about becoming ill with the disease. This project addresses these needs to bolster support to those now re-entering the community.

E. GRANT FUNDS REQUESTED:
$34,916.04

F. PASS-THROUGH FUNDS:
$34,916.04 and 100%

G. LEAD PUBLIC AGENCY:
Mariposa County Health and Human Services Agency

H. PROJECT DIRECTOR:
NAME: Baljit Hundal
TITLE: Division Director of Health
TELEPHONE NUMBER: 209-966-2000
STREET ADDRESS: 5362 Lemee Lane
CITY: Mariposa
STATE: CA
ZIP CODE: 95338
EMAIL ADDRESS: bhundal@mariposacounty.org

I. FINANCIAL OFFICER:
NAME: Randy Ridenhour
TITLE: Sr. Administrative Analyst
TELEPHONE NUMBER: 209-742-0922
STREET ADDRESS: 5362 Lemee Lane
CITY: Mariposa
STATE: CA
ZIP CODE: 95338
EMAIL ADDRESS: ridenhour@mariposacounty.org

J. DAY-TO-DAY PROGRAM CONTACT:
NAME: Hal Nolen
TITLE: Program Director
TELEPHONE NUMBER: 209-966-2550
STREET ADDRESS: 5079 St. Andrews Rd.
CITY: Mariposa
STATE: CA
ZIP CODE: 95338
EMAIL ADDRESS: hal@alliance4you.org
### M. DAY-TO-DAY FUNDING CONTACT

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Higgs</td>
<td>Account Technician II</td>
<td>209-742-0826</td>
</tr>
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<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
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<tbody>
<tr>
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<td>209-742-0996</td>
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<tbody>
<tr>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td><a href="mailto:shiggs@mariposacounty.org">shiggs@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

### L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

<table>
<thead>
<tr>
<th>NAME OF AUTHORIZED OFFICER</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
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<tbody>
<tr>
<td>Shannon Gadd</td>
<td>Director</td>
<td>209-966-2000</td>
<td><a href="mailto:sgadd@mariposacounty.org">sgadd@mariposacounty.org</a></td>
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<thead>
<tr>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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<tbody>
<tr>
<td>5362 Lemee Lane</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMAIL ADDRESS</th>
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<tbody>
<tr>
<td><a href="mailto:sgadd@mariposacounty.org">sgadd@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

**APPLICANT'S SIGNATURE**
(Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)

- Signature: [Signature Image]
- Date: 3/12/2021

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

---

**CONFIDENTIALITY NOTICE**

All documents submitted as a part of the Coronavirus Emergency Supplemental Funding (CESF) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)
The Proposal Narrative section may not exceed six (6) numbered pages in totality and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced. The CESF Local Advisory Committee Roster and Project Work Plan do not count towards the six-page limit. See page 11 of the Proposal Instructions Packet for corresponding Criteria.

1. Project Need

2. Project Description

3. CESF Local Advisory Committee
As part of the application process, applicants are required to submit the CESF Budget Attachment, which is an Excel Workbook that can be accessed using the link below. See page 12 of the Proposal Instructions Packet for corresponding Criteria.

▷ To Access the CESF Budget Section, click here

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The Budget Table must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide.
- Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds
  - Please see Appendix C in the Proposal Instructions Packet.

- CESF Local Advisory Committee Membership Roster
  - Please see Appendix D in the Proposal Instructions Packet.

- Project Work Plan
  - Please see Appendix E in the Proposal Instructions Packet.

- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
  - Please see Appendix I in the Proposal Instructions Packet.
Mariposa County Project Work Plan - Alliance subcontractor

1. Project Need

Mariposa County, like many communities, has been impacted by the COVID-19 pandemic. These impacts have been both financial and human centered. Governmental agencies, nonprofit agencies, and businesses have had to determine new ways to meet the increased demand for services while keeping staff and clients safe. Nonprofit agencies have fewer resources available to address the changing landscape and requirements due to COVID. The County of Mariposa will pass through the 100% of this funding to the Alliance for Community Transformations (Alliance), a multiservice nonprofit based in Mariposa. The Alliance operates five programs in Mariposa: Connections Emergency Shelter (homeless shelter), Mariposa Heritage House (substance use disorder supports and drop in center), Mountain Crisis Services (domestic violence and sexual assault services), Court Appoint Special Advocates (services to foster youth), and Ethos Youth Center (drop in center for youth). This project will address needs that have been identified through these programs in consultation with program participants and available data.

First, this project will address the need for quarantine space for residents seeking shelter at Connections Emergency Shelter or Mountain Crisis Services. Each program runs a congregate living facility that are running at a lower capacity due to COVID-19. As individuals seek shelter, there is a need to quarantine at a separate location to ensure that there is not a COVID-19 outbreak within the facility. This need has been met through Project Roomkey, a Mariposa County Health and Human Services Agency (MCHHSA) program in which a hotel was rented to house the homeless community during the pandemic. However, Project Roomkey is closing on March 31, 2021 and Connections and Mountain Crisis Services will need funds to rent hotel rooms to ensure the continued safety and health of the congregate living facilities.

Second, the project will help to address the increased demand for food among within our community. A vital service of Mariposa Heritage House is providing meals five days a week and food boxes to those in need. Any person from the community can access this service and the numbers of individuals served through this program has swelled during the pandemic. Warm meals are currently being delivered to Project Roomkey,
Connections, and to a homeless encampment in town. As Project Roomkey closes and the County begins to lift COVID-19 restrictions, Mariposa Heritage House would like to provide warm meals on site. Ideally, individuals would be able to eat inside or outside. In order to eat outside, Mariposa Heritage House will purchase a pop-up canopy, picnic benches, and fans so that participants can continue to socially distance and have a place where they can eat the food that they pick up. There is a need for the outdoor space as future COVID-19 restrictions is unknown. Mariposa Heritage House sees the need to ensure safe outdoor eating space for its participants. Additionally, many community members are feeling isolated and this space will allow people to safely gather and provide vital support to one another.

Third, Connections will hire a part-time employee that will act like a vaccine ambassador within our homeless community and those with a connection to the criminal justice system. While individuals leaving the jail system have had the opportunity to be vaccinated, there are many who were released from jail prior to the vaccine being available. From focus groups within the homeless community, it is clear that there are few that are ready to be vaccinated. Staff at Connections and Mariposa Heritage House have been conducting outreach to increase interest in the vaccine, but have found only 4 participants that are willing to be vaccinated. This has the potential to become a public health crisis. Furthermore, the homeless community is leery at the vaccination since the shelter staff have not been vaccinated. They do not trust the vaccine is safe and the fact that shelter staff have not been vaccinated feeds into this belief. It is important to have an individual working within this community to dispel myths, ensure they sign up for vaccines, and attend any follow up vaccine appointments.

Fourth, program dollars will be used to ensure proper PPE for staff and clients throughout the Alliance. This could include the purchase of masks, soap, hand sanitizer, or any other item to ensure the safety of services.

As the pandemic has evolved, the needs within the community have also evolved. As previously mentioned, nonprofits have had limited access to funding to help address these evolving needs. With Project Roomkey closing, the Alliance will need to have funding to reduce the likelihood of COVID-19 outbreaks within their congregate care facilities. PPE has been a consistent need and will likely continue to be throughout the
next year; the level of PPE needed often means making financial decisions about what programming to cut to keep up with these purchases. This funding will allow services to continue while keeping everyone as safe as possible. Additional funding will ensure that individuals coming out of incarceration are given the supports they need to be successful in this challenging time.

2. Project Description

Individuals re-entering community’s after incarceration are ten times more likely to be homeless than the general population.¹ In 2019, the Prison Policy Initiative reported that homeless services were drastically underfunded.² The lack of funding was amplified by COVID-19 and the need for costly programmatic changes to ensure the safety of residents and staff. In a good economy, it is difficult for those with criminal justice involvement to find work; over 27% of formerly incarcerated individuals are unemployed.³ As the economy has slowed due to COVID-19, this unemployment rate will only increase. Underfunded programs and additional barriers for formerly incarcerated people coupled with a global pandemic has proven to be disastrous. Nonprofits are struggling to cover pandemic related costs and barriers toward people’s success post-incarceration are building. This project will focus on reducing the barriers COVID-19 has caused for individuals through programs provided through the Alliance.

A large portion of Alliance clients have criminal justice (CJ) involvement and this project would directly benefit this population. The needs of these individuals are different than those who do not have CJ involvement and have gotten more complicated due to COVID-19. If an individual does not have a place to go when they are released from jail, they will be referred to Connections Emergency Shelter. Due to the pandemic, quick entry into the Connections homeless shelter is not possible due to quarantining measures. It is vital that these individuals are able to be placed into a hotel room prior to coming into the congregate living facility. Staff will touch base with them on a daily basis and ensure that all of their needs are met, similar to how they would be met if they had been able to be

¹ https://www.prisonpolicy.org/reports/housing.html
² https://www.prisonpolicy.org/blog/2019/07/19/reentry/
³ https://www.prisonpolicy.org/reports/outofwork.html
Mariposa County Project Work Plan - Alliance subcontractor

immediately placed in Connections. Roughly 60% of Connections residents have CJ involvement; the Alliance and Mariposa County Probation work closely to ensure these individuals are given every resource to be successful upon their release into the community. Similarly, Mariposa Heritage House offers services to many individuals with CJ involvement (38% of clients) by offering meals, showers, housing placement supports, and case management.

As individuals re-enter society at this time, COVID-19 has made it more difficult to find work and housing. Thus, individuals will need the long term supports of shelter and meals as they work to become financially stable. The vaccination will also help people to work toward stability as they will not need to worry about becoming ill with the disease. This project addresses these needs and will bolster the support to those re-entering the community during the pandemic.

While it appears that the United States is beginning to get a handle on the pandemic, the future is still largely unknown. The variants that are spreading could bring about further shut downs or constraints to services. This funding will allow the Alliance to meet the evolving needs without having to cut services to fund them.

3. CESF Local Advisory Committee

The CESF Local Advisory Committee is a committee made up of community partners in Mariposa County that work together with the homeless community, incarcerated individuals, and those formerly incarcerated. The Advisory Committee will meet 2-3 times during the 10-month granting period and will take on the oversight role for this project and will suggest modifications, as necessary, throughout the funded period. Additional meetings will be called as necessary. There will be a report out on this project at each meeting. See Appendix D for the roster.
### 2020 Coronavirus Emergency Supplemental Funding - Project Budget and Budget Narrative

Name of Applicant: County of Mariposa

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

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

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

<table>
<thead>
<tr>
<th>Budget Line Item</th>
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<tr>
<td>1. Salaries and Benefits</td>
<td>$0.00</td>
</tr>
<tr>
<td>2. Services and Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Professional Services or Public Agency Subcontracts</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Non-Governmental Organization (NGO) Subcontracts</td>
<td>$34,816.04</td>
</tr>
<tr>
<td>5. Equipment/Fixed Assets</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Other (Travel, Training, etc.)</td>
<td>$0.00</td>
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<td>7. Indirect Costs</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$34,816.04</strong></td>
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#### 1a. Salaries and Benefits

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**TOTAL**

#### 1b. Salaries and Benefits Narrative

Enter narrative here. You may expand cell height if needed.

#### 2a. Services and Supplies

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<th>Description of Services or Supplies</th>
<th>Calculation for Expenditure</th>
<th>Total</th>
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</table>

**TOTAL**

#### 2b. Services and Supplies Narrative

Enter narrative here. You may expand cell height if needed.
### 3a. Professional Services

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<tr>
<th>Description of Professional Service(s)</th>
<th>Calculation for Expenditure</th>
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**TOTAL** $0.00

#### 3b. Professional Services Narrative

Enter narrative here. You may expand cell height if needed.

### 4a. Non-Governmental Organizations (NGO) Subcontracts

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<tr>
<th>Description of Subcontract</th>
<th>Calculation for Expenditure</th>
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<tbody>
<tr>
<td>Vaccine Ambassador Contract with Alliance</td>
<td>Program Specialist - $17.91/hour x 24 hours/week x 43 weeks; $3,816.77 benefits; $100 overtime;</td>
<td>$21,986.08</td>
</tr>
<tr>
<td></td>
<td>Direct Operating Expense:</td>
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<tr>
<td></td>
<td>computer workstation</td>
<td>$500.00</td>
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<tr>
<td></td>
<td>Desk and chair; outdoor eating area, including benches and fans</td>
<td>$4,000.00</td>
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<tr>
<td></td>
<td>Pandemic supplies: Masks, sanitizer, soap, etc.</td>
<td>$1,855.77</td>
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<tr>
<td></td>
<td>Hotel Room stipends: $3,000 annually</td>
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<tr>
<td></td>
<td>Indirect Costs: 10% of direct costs</td>
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<td><strong>TOTALS</strong></td>
<td><strong>$34,916.04</strong></td>
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#### 4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

Vaccine Ambassador Contract with the Alliance for Community Transformations, Marmo So, California

### 5a. Equipment/Fixed Assets

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**TOTALS** $0.00

#### 5b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand cell height if needed.

### 6a. Other (Travel, Training, etc.)

<table>
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<tr>
<th>Description</th>
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</table>

**TOTAL** $0.00
60. Other (Travel, Training, etc.) Narrative:
Enter narrative here. You may expand cell height if needed.

<table>
<thead>
<tr>
<th>7b. Indirect Costs</th>
<th>Total</th>
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<tbody>
<tr>
<td>Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:</td>
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</tr>
<tr>
<td>1) Indirect costs will be charged at Grantee's federally approved Negotiated Indirect Cost Rate (NICR):</td>
<td>0.00%</td>
</tr>
<tr>
<td>Enter NICR Percentage and Amount:</td>
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</tr>
<tr>
<td>2) Indirect costs will be charged at the Federal De Minima (10% of Modified Total Direct Cost):</td>
<td>$0.00</td>
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<tr>
<td>TOTAL</td>
<td>$0.00</td>
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</table>

7b. Indirect Costs Narrative:
Enter narrative here. You may expand cell height if needed.

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Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.
The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

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

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.

- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.

- Be registered with the California Secretary of State’s Office, if applicable;

- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);

- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.
Grantee Name: County of Mariposa

<table>
<thead>
<tr>
<th>Name of Contracted Party</th>
<th>Address</th>
<th>Email / Phone</th>
<th>Meets All Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alliance for Community Transformations</td>
<td>P.O. Box 2075, Mariposa, CA</td>
<td>209-742-6456</td>
<td>Yes ☑ No ☐</td>
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<td>Yes ☜ No ☐</td>
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<td>Yes ☜ No ☐</td>
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</thead>
<tbody>
<tr>
<td>Shannon Gadd</td>
<td>Director</td>
<td>209-966-2000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
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<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5362 Lemee Lane</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tr>
<td><a href="mailto:sgadd@mariposacounty.org">sgadd@mariposacounty.org</a></td>
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<tr>
<td>x</td>
<td>3/12/2021</td>
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</table>
Appendix 1: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

(Page 1 of 2)

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

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

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

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

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

☑ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☑ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☑ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.
<table>
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**AUTHORIZED OFFICER SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature or a wet blue ink signature.)**

X  

DATE

3/12/2021
## Appendix D: CESF Local Advisory Committee Membership Roster

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Pete Judy</td>
<td>Chief of Probation</td>
<td>Mariposa County Probation</td>
<td><a href="mailto:pjudy@mariposacounty.org">pjudy@mariposacounty.org</a></td>
<td></td>
</tr>
<tr>
<td>2 Shannon Gadd</td>
<td>Director</td>
<td>Mariposa County Health and Human Services Agency</td>
<td><a href="mailto:sgadd@mariposacounty.org">sgadd@mariposacounty.org</a></td>
<td></td>
</tr>
<tr>
<td>3 Jeremy Briese</td>
<td>Sheriff</td>
<td>Mariposa County Sheriff's Department</td>
<td><a href="mailto:jbrise@mariposacounty.org">jbrise@mariposacounty.org</a></td>
<td></td>
</tr>
<tr>
<td>4 Joe Lynch</td>
<td>Assistant County Administrative Officer</td>
<td>Mariposa County</td>
<td><a href="mailto:jlynch@mariposacounty.org">jlynch@mariposacounty.org</a></td>
<td></td>
</tr>
<tr>
<td>5 Kristen Fiester</td>
<td>Program Director</td>
<td>Mountain Crisis Services</td>
<td><a href="mailto:kristen@alliance4you.org">kristen@alliance4you.org</a></td>
<td></td>
</tr>
<tr>
<td>6 Alison Tudor</td>
<td>Executive Director</td>
<td>Alliance for Community Transformations</td>
<td><a href="mailto:alison@alliance4you.org">alison@alliance4you.org</a></td>
<td></td>
</tr>
<tr>
<td>7 Hal Nolen</td>
<td>Program Director</td>
<td>Connections Emergency Shelter</td>
<td><a href="mailto:hal@alliance4you.org">hal@alliance4you.org</a></td>
<td></td>
</tr>
<tr>
<td>8 Becky Yeager</td>
<td>Program Specialist II</td>
<td>Mariposa Heritage House</td>
<td><a href="mailto:becky@alliance4you.org">becky@alliance4you.org</a></td>
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<td>9</td>
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Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

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

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

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.

- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.

- Be registered with the California Secretary of State’s Office, if applicable;

- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);

- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

- Have a physical address.

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

<table>
<thead>
<tr>
<th>Name of Contracted Party</th>
<th>Address</th>
<th>Email / Phone</th>
<th>Meets All Requirements</th>
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<tr>
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<td>Yes □ No □</td>
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