

County of Los Angeles Chief Executive Office **REVISED**

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT Chief Executive Officer

DATE: Wednesday, December 7, 2022 TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

Click here to join the meeting

<u>AGENDA</u>

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER
- 2. GENERAL PUBLIC COMMENT
- **3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:

APPROVAL TO EXTEND THE TERM OF A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES Speaker(s): Zuleyda Santana (Fire)

B. Board Letter:

BAILMENT AGREEMENT WITH ALTADENA SEARCH AND RESCUE TEAM FOR USE OF A 2022 KAWASAKI MULE PRO FXT FOR THE ALTADENA SHERIFF'S STATION Speaker(s): Amy Wong and Sylvester Hardison (Sheriff's)

C. Board Letter:

APPROVAL OF RETROACTIVE PAYMENT TO AMERICAN TELEPHONE AND TELEGRAPH (AT&T) FOR ANNUAL MAINTENANCE RENEWAL Speaker(s): Marshall Yelverton and Jose Rios (Sheriff's)

D. Board Letter:

ACCEPT A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, 2022 BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2022 INTELLECTUAL PROPERTY ENFORCEMENT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT

Speaker(s): Geoffrey Deedrick and Diane Stone (Sheriff's)

E. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FO THE REACCH PROJECT (RECONCILIATION EDUCATION AND COUNSELING OF HATE) FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2023 DELEGATED AUTHORITY TO ENTER INTO, AND APPROVE OF, AGREEMENTS WITH SUBRECIPIENTS Speaker(s): Paul Kim and Shaun Gipson (DA)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE UNITERRUPTED AND EXISTING CONTRACT DOCUMENTS WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED – JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT Speaker(s): Edward Mokhtarian (JCOD)

B. Board Letter:

REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE UNITERRUPTED AND EXISTING CONTRACT DOCUMENTS WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED – DEPARTMENT OF YOUTH DEVELOPMENT Speaker(s): Edward Mokhtarian (DYD)

C. Board Briefing:

PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY BRIEFING Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

D. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE OFFICE OF TRAFFIC SAFETY FOR FEDERAL FISCAL YEAR 2022-23 Speaker(s): Shaun Gipson and Garrett Dameron (District Attorney)

E. Board Letter:

REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A PURCHASE ORDER FOR THE AQUISITION OF THE SUPERDOME REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FISCAL YEAR 2022-23 Speaker(s): James Peterson, Fred Nazarbegian and Thea Sheridan (Sheriff's)

F. Board Letter:

APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY INFORMATION MANAGEMENT SYSTEM Speaker(s): Angelo Faiella and James P. Carroll (Sheriff's)

G. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND CONTRACT NUMBER 55301 WITH CONDUENT STATE & LOCAL SOLUTIONS, INC. FOR CONTINUED PARKING CITATION PROCESSING SERVICES Speaker(s): Irma Santana, Aloett Martin, Yvonne O'Brien and Nikki Hanamaikai (Sheriff's)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Letter:

CONSTRUCTION CONTRACT - CONSTRUCTION MANAGEMENT CORE SERVICE AREA PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ 19TH FLOOR REFURBISHMENT – APPROVE CAPITAL PROJECT – APPROVE USE OF JOB ORDER CONTRACTING SPECS. 7357; CAPITAL PROJECT NO. 87326 FISCAL YEAR 2022-23

Speaker(s): Vincent Yu or designee and Gil Garcia or designee (PW), Jon Trochez or designee (PD) and Matthew Diaz or designee (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗌 Board	l Memo	□ Other
CLUSTER AGENDA REVIEW DATE	12/7/2022		
BOARD MEETING DATE	12/20/2022		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ⊠ 2 nd	🛛 3 rd 🖾 4 th 🗌 5 th	
DEPARTMENT(S)	FIRE		
SUBJECT		D THE TERM OF A LICENS SALES, U.S.A., INC. FOR VOTES)	
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	Yes No If Yes, please explain why:		
DEADLINES/	None		
TIME CONSTRAINTS			
COST & FUNDING	None The from prop eme Fun lifeg Agro acci pay be r ope 202 allou Add Dist hav una exte As t Cou	ding source: District, being a Special District, is a the County's General Fund and r perty tax revenue to provide essen orgency medical services. Howeve d provides a 70 percent offset for I uard services per the Beach and C eement between the County and the ordance with the Agreement terms is for all warranty repairs, and the D esponsible for all other maintenan- rating costs. Funding for the maint rating costs is included in the Distr 3 Final Adopted Budget and the D cate the necessary funds for these itionally, the relationship with Toyo rict approximately \$3.1 million in o ng the need to purchase 65 vehicl nticipated expenses will be incurrent nsion.	elies primarily on tial fire protection and r, the County's General beach and ocean Dcean Rescue Services the District. In and conditions, Toyota District will continue to ce and service enance and service ict's Fiscal Year 2022- istrict will continue to costs as they arise. that has saved the ne-time costs from es. No additional or d as a result of the
		extension options through June 1,	2025.
		repare a competitive solicitation.	
PURPOSE OF REQUEST	The purpose of the recommended actions is to enable the District's Lifeguard Division the continued use of 65 Toyota vehicles for Lifeguard patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the		

	 ability to patrol and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors. The District is currently in the process of preparing solicitation documents to solicit proposals from vehicle manufacturers, including those that manufacture hybrid and/or electric vehicles, interested in entering into a new Agreement with the District. The District is requesting the extension to allow time for the solicitation process, time for outfitting and swapping of new vehicles, and for the logistics of getting the vehicles patrol and emergency response ready. 	
BACKGROUND (include internal/external issues that may exist including any related motions)	Annually, Los Angeles County beaches average over 66 million visitors and approximately 12,000 ocean water rescues. These 65 vehicles are equipped with Emergency Medical Services (EMS), water transport and patient transport equipment, all of which are crucial in emergency responses.	
EQUITY INDEX OR LENS	☐ Yes ⊠ No	
WAS UTILIZED	If Yes, please explain how:	
SUPPORTS ONE OF THE	☐ Yes ⊠ No	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:	
DEPARTMENTAL	Name, Title, Phone # & Email:	
CONTACTS	Zuleyda Santana – (323) 881-6178 – <u>Zuleyda.Santana@fire.lacounty.gov</u>	



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS FIRST DISTRICT

HOLLY J. MITCHELL SECOND DISTRICT

> SHEILA KUEHL THIRD DISTRICT

JANICE HAHN FOURTH DISTRICT

KATHRYN BARGER FIFTH DISTRICT

ANTHONY C. MARRONE INTERIM FIRE CHIEF FORESTER & FIRE WARDEN

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO EXTEND THE TERM OF A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES (2ND, 3RD AND 4TH) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to extend the term of the District's Exchange of Services Agreement (Agreement) with Toyota Motor Sales, U.S.A., Inc. (Toyota) which expires on May 31, 2023. The District is requesting two one-year extension options. If both extension options are exercised, the new contract expiration date will be June 1, 2025.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- 1. Delegate authority to the Interim Fire Chief or his designee to execute an amendment to extend the current term for a maximum of two one-year extension options through June 1, 2025, for the District's Agreement with Toyota.
- 2. Find this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on February 18, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enable the District's Lifequard Division the continued use of 65 Toyota vehicles for Lifeguard patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the ability to patrol

AGOURA HILLS ARTESIA AZUSA BALDWIN PARK BELL BELL GARDENS BELLFLOWER BRADBURY CALABASAS

CARSON CERRITOS CLAREMONT COMMERCE COVINA CUDAHY DIAMOND BAR DUARTE

EL MONTE GARDENA GLENDORA HAWAIIAN GARDENS HAWTHORNE HERMOSA BEACH HIDDEN HILLS HUNTINGTON PARK INDUSTRY

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF: INGLEWOOD IRWINDALE LA CANADA-FLINTRIDGE I A HABRA LA MIRADA LA PUENTE LAKEWOOD LANCASTER

LAWNDALE LOMITA LYNWOOD MALIBU MAYWOOD NORWALK PALMDALE PALOS VERDES ESTATES PARAMOUNT

PICO RIVERA POMONA RANCHO PALOS VERDES ROLLING HILLS ROLLING HILLS ESTATES ROSEMEAD SAN DIMAS SANTA CLARITA

SIGNAL HILL SOUTH EL MONTE SOUTH GATE TEMPLE CITY VERNON WALNUT WEST HOLLYWOOD WESTLAKE VILLAGE WHITTIER

and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors. Annually, Los Angeles County beaches average over 66 million visitors and approximately 12,000 ocean water rescues. These 65 vehicles are equipped with Emergency Medical Services (EMS), water transport and patient transport equipment, all of which are crucial in emergency responses. In exchange for usage of the vehicles, Toyota will continue to receive the following:

- 1. The exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Lifeguard";
- Name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches;
- 3. Be prominently featured on the District's website;
- 4. Request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and
- 5. Request participation of available personnel during Toyota's Special Events such as Water Safety Days and other promotional beach events.

The District is currently in the process of preparing solicitation documents to solicit proposals from vehicle manufacturers, including those that manufacture hybrid and/or electric vehicles, interested in entering into a new Agreement with the District. The District is requesting the extension to allow time for the solicitation process, time for outfitting and swapping of new vehicles, and for the logistics of getting the vehicles patrol and emergency response ready.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, being a Special District, is funded independently from the County's General Fund and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. However, the County's General Fund provides a 70 percent offset for beach and ocean lifeguard services per the Beach and Ocean Rescue Services Agreement between the County and the District. In accordance with the Agreement terms and conditions, Toyota pays for all warranty repairs, and the District will continue to be responsible for all other maintenance and service operating costs. Funding for the maintenance and service operating costs is included in the District's Fiscal Year 2022-2023 Final Adopted Budget and the District will continue to allocate the necessary funds for these

costs as they arise. Additionally, the relationship with Toyota has saved the District approximately \$3.1 million in one-time costs from having the need to purchase 65 vehicles. No additional or unanticipated expenses will be incurred as a result of the extension.

As the extension is time-only, there is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District's current Agreement with Toyota was approved by your Board on February 18, 2020. Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout our local County beaches and secure their safety until a new Agreement is in place.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District's current Agreement with Toyota will expire on June 1, 2023, after all extension options have been exhausted. Approval of the recommended actions will allow the District time to complete a new solicitation, establish a new agreement and facilitate outfitting and swapping of new vehicles for the vehicles to be emergency response ready.

IMPACT ON CURRENT SERVICES

Approval of the recommend actions will ensure there is no impact on current services.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County Executive Office – Business Operations Attention: Zuleyda Santana, Administrative Services Manager II 1320 North Eastern Avenue Los Angeles, CA 90063 Zuleyda.Santana@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:cs

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter	Board Memo	Other	
CLUSTER AGENDA REVIEW DATE	12/07/2022		
BOARD MEETING DATE	12/20/2022	2 01110 Viz.	
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2 nd 3 rd 4 th 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Bailment Agreement with Altadena Search and Rescue Team for Kawasaki Mule Pro FXT	or use of 2022	
PROGRAM	Donation		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🖾 Yes 🔲 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Effective upon execution by the Board for a period of ten years. additional five years if it is in the best interest of the County	Extend the term for an	
COST & FUNDING	Total cost: Funding source: \$ \$0 (no cost to the Bailment/Donation		
	County) TERMS (if applicable): Ten years, unless sooner terminated or e	avtended. Extend the	
	term for an additional five years if it is in the best interest of the (
	Explanation: This is a donation from Malibu Mountain Rescue Team Incorporated. No cost to the County.		
PURPOSE OF REQUEST	Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and those that visit the mountains above Altadena from all over the County of Los Angeles. The vehicle will be for the exclusive use by Department personnel assigned to the Altadena Search and Rescue.		
BACKGROUND (include internal/external	No issues or concerns		
issues that may exist			
including any related motions)			
EQUITY INDEX OR LENS	Yes No		
WAS UTILIZED	If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how:		
	. Too, ploade diale which che(b) and explain now.		
DEPARTMENTAL	Name, Title, Phone # & Email:		
CONTACTS	Deputy Sylvester Hardison, (626) 296-2137		
	Sergeant Scott Rauenswinder, (626) 296-2139		

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

BAILMENT AGREEMENT WITH ALTADENA SEARCH AND RESCUE TEAM FOR USE OF A 2022 KAWASAKI MULE PRO FXT FOR THE ALTADENA SHERIFF'S STATION (FIFTH DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Bailment Agreement (Agreement) with Altadena Search and Rescue Team for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 (Vehicle), which will be provided by Altadena Search and Rescue Team. The Vehicle will be used exclusively by Department personnel assigned to the Altadena Sheriff's Station, Altadena Search and Rescue Team (ALD Station).

IT IS RECOMMENDED THAT THE BOARD:

- Approve and instruct the Chair of the Board to execute the attached Agreement with Altadena Search and Rescue Team for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 effective upon execution by the Board for a period of six years, unless sooner extended or terminated.
- 2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Charles Rozner, Team Leader, Altadena Search and Rescue Team, 780 East Altadena Drive, Altadena, Ca, 91001

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The Altadena Search and Rescue Team wishes to provide this Vehicle for exclusive use by Altadena Search and Rescue Team personnel assigned to ALD Station. This Vehicle will augment the current ALD Station fleet.

Implementation of Strategic Plan Goals

Acceptance of this bailment supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. This Vehicle will enhance both the quality and productivity of services provided by the Altadena Search and Rescue Team.

FISCAL IMPACT/FINANCING

Altadena Search and Rescue Team will provide the Vehicle at no cost to the County. The Department shall pay for all fuel, washing, parking, garage, storage, highway/road tolls, and fines incurred in connection with the use of the Vehicle. All maintenance, service, and/or repairs necessary for the daily operation of the Vehicle will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Vehicle will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice to the other party. The Department will have full use of the Vehicle and will be the registered owner. Altadena Search and Rescue Team will remain the legal owner of the Vehicle.

The County agrees to indemnify and defend Altadena Search and Rescue Team from any and all liability, losses, or damages arising out of the County's use of the Vehicle. This indemnification does not extend to any liability resulting from defects or malfunctions in the Vehicle related to acts or omissions of the manufacturer.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and visitors served by Altadena Sheriff's Station. There will be no negative impact on current Department services or projects as a result of this donation.

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully executed copies of the Agreement to the Department's East Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

MS:SH:sh (East Patrol Division/Altadena Station)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Dawyn R. Harrison, Acting County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Timothy K. Murakami, Undersheriff Bruce D. Chase, Assistant Sheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Jorge A. Valdez, Chief, East Patrol Division Glen C. Joe. Assistant Division Director. ASD Richard F. Martinez, Assistant Division Director, ASD David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB) Jabari A. Williams, Captain, Altadena Station Cynthia D. Evans, Assistant Director, Financial Programs Bureau Marshall R. Yelverton, Lieutenant, CFMB Patricia Reves, Manager, Special Accounts, Financial Programs Bureau David W. Salazar, Sergeant, Altadena Station Amy L. Wong, Sergeant, East Patrol Division Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Tisha D. Henry, Administrative Services Manager, East Patrol Division Stephen A. Adebanjo, Assistant Automotive Equipment Coordinator Hugo A. Cisneros, Assistant Automotive Equipment Coordinator Klaris Ovanisyan, Accountant III, Special Accounts, Financial Programs Bureau (Bailments - 2022 Kawasaki Mule Pro FXT - Altadena Search and Rescue Team 12-06-22)

BAILMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND ALTADENA SEARCH AND RESCUE TEAM

This Bailment Agreement ("Agreement) is made and entered into this _____ day of _____, 2022 by and between the County of Los Angeles ("County") and the Altadena Search and Rescue Team.

1. <u>Bailment of Property</u>: The Altadena Search and Rescue Team hereby bails a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724, ("Vehicle") to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2. <u>Term of Bailment</u>: The term of this Agreement shall be for six (6) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. <u>Safekeeping and Maintenance</u>: County shall exercise due care for the safekeeping of the Vehicle. County has the right to inspect said Vehicle prior to acceptance. County shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. County will provide, install, and maintain all required law enforcement equipment, including voice radios and graphics on the Vehicle. All required law enforcement equipment installed by County will be removed from the Vehicle prior to return of the Vehicle to the Altadena Search and Rescue Team.

4. <u>Indemnification</u>: County agrees to indemnify and defend the Altadena Search and Rescue Team from any and all liability, losses, or damages the Altadena Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Altadena Search and Rescue Team arising out of County's use or operation of the Altadena Search and Rescue Team's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. <u>Titles:</u> Legal title to the Vehicle is, and shall at all times, remain in the name of the Altadena Search and Rescue Team. County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by County to any persons other than the Altadena Search and Rescue Team without the Altadena Search and Rescue Team without the Altadena Search and Rescue Team without the Altadena Search and Rescue Team.

6. <u>Cost:</u> Except as otherwise set forth in this Agreement, County's use of the Vehicle shall be at no cost.

7. <u>Inspection by County:</u> County agrees to allow the Altadena Search and Rescue Team to inspect the Vehicle or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Altadena Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the Altadena Search and Rescue Team or any government agency may require from time to time.

8. <u>Use of Vehicle:</u> County may use the Vehicle for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicle's odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 9. Risk of Loss: County shall assume all risks of loss to the Vehicle:
 - a) From the time the Vehicle is delivered by the Altadena Search and Rescue Team to County and upon inspection and acceptance by County.
 - b) Until the Vehicle is returned to the Altadena Search and Rescue Team at its place of business or other agreed upon location.

Upon inspection/acceptance of the Vehicle, County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

In the event of damages to the Vehicle, County shall notify the Altadena Search and Rescue Team to that effect and follow such instructions that the Altadena Search and Rescue Team may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Altadena Search and Rescue Team agreement as to such condition), County shall properly notify the Altadena Search and Rescue Team thereof and hold any wreckage for disposal by the Altadena Search and Rescue Team. With respect to any loss, theft, or destruction of the Vehicle, County and the Altadena Search and Rescue Team shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. <u>Termination</u>: Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicle to the Altadena Search and Rescue Team.

11. <u>Amendments</u>: No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. <u>Notices:</u> All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department Attn: Communications and Fleet Management Bureau 1277 North Eastern Avenue Los Angeles, CA 90063

Altadena Search and Rescue Team Attn: Chuck Rozner, Team Leader 780 East Altadena Drive Altadena, CA 91001

13. <u>Independent Contractor</u>: This Agreement is by and between County and the Altadena Search and Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Altadena Search and Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. <u>Governing Law, Jurisdiction, and Venue</u>: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Altadena Search and Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. <u>Validity and Waiver:</u> If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be

affected thereby. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. <u>Assignment:</u> A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. <u>Publicity</u>: Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. <u>Authorization Warranty</u>: The Altadena Search and Rescue Team represents and warrants that the person executing this Agreement for the Altadena Search and Rescue Team is an authorized agent who has actual authority to bind the Altadena Search and Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Altadena Search and Rescue Team have been fulfilled to provide such actual authority.

19. <u>Integrated Agreement</u>: This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

BAILMENT AGREEMENT BY AND BETWEEN **COUNTY OF LOS ANGELES** AND ALTADENA SEARCH AND RESCUE TEAM

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Altadena Search and Rescue Team has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

ALTADENA SEARCH AND RESCUE TEAM

By_

Chair

Board of Supervisors

Charles Rozner, Team Leader

ATTEST: Celia Zavala Executive Officer-Clerk of the Board of Supervisors

By_

Deputy

APPROVED AS TO FORM: Dawyn R. Harrison Acting County Counsel

By____Signature on file___

— Acting County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

□ Board Letter	Board Memo	⊠ Other		
CLUSTER AGENDA REVIEW DATE	12/07/2022			
BOARD MEETING DATE	12/20/2022			
SUPERVISORIAL DISTRICT AFFECTED	All 1 st 2 nd 3 rd 4 th	□ 5 th		
DEPARTMENT(S)	LOS ANGELES COUNTY SHERIFF'S DEPAR	TMENT (LASD)		
SUBJECT	RETROACTIVE PAYMENT TO AT&T			
PROGRAM				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗆 Yes 🛛 No			
SOLE SOURCE CONTRACT	□ Yes			
	If Yes, please explain why:			
	This equipment, managed services, and maint equipment installed are contracted and manag one type of equipment VESTA is compatable v	ed by the sole contractor, AT&T. Only		
	The hardware components are not proprietary, but the customized software, custom- designed network and related managed servces are. AT&T is the only vendor that can supply the custom workstations and software needed to integrate these additional workstations into the core replacement system and perform the related network/maintenance/managed services they are suppying to the core system.			
	AT&T has sent the Department a Sole Source Letter which is on file with the Department			
DEADLINES/ TIME CONSTRAINTS	No.			
COST & FUNDING	Total cost:Funding source:\$394,102.23LASD General Support	ort		
	TERMS (if applicable):			
	Explanation: There will be no impact to net County cost. The cost of the confirming purchase order is accounted for in the Department's FY 2022-23 General Support budget allocation.			
PURPOSE OF REQUEST	LASD is requesting the Board to authorize the Internal Services Department			
	(ISD), in its capacity as the County's Purchasing Agent to issue a confirming Purchase Order (PO) to AT&T in the amount \$394,102.23.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The VESTA software and equipment at Sheriff's Communication Center (SCC) is critical to the Department as it is used for training personnel who work at PSAP locations (including all Sheriff's patrol stations) and also for personnel who work at SCC answering alarm calls from various alarm companies for service to various County buildings and residences of designated executive personnel.			

	The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. Because installations for the Alarm PSAP and Training Center were completed/accepted on different dates, the maintenance did not begin until the installations were fully accepted, hence the different annual maintenance renewal dates on the invoices for the Alarm PSAP and Training Center.
	On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to CFMB. Based on the dates of the maintenance, the invoice for the Training Center was already in a confirming purchase state (due on November 12, 2020). The invoice for the Alarm PSAP became a confirming purchase due to the inability to finalize payment within a short time frame (six days, due on February 18, 2021) and the ongoing funding issues due to budgetary curtailments.
	Given that DSB made the initial AT&T VESTA purchase, CFMB was unaware of the ongoing annual maintenance fees, nor was CFMB aware of these would become the responsibility of CFMB. Due to miscommunication of responsibilities, prior invoices sent by AT&T went unanswered until February 12, 2021
	On August 30, 2022, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining Services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marshall Yelverton, Lieutenant 323-881-8002 mryelver@lasd.org Jose Rios, Sergeant, 323-881-8003 jrrios@lasd.org

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF RETROACTIVE PAYMENT TO AMERICAN TELEPHONE AND TELEGRAPH (AT&T) FOR ANNUAL MAINTENANCE RENEWAL (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board to authorize the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent to issue a confirming Purchase Order (PO) to American Telephone and Telegraph (AT&T) in the amount of \$394,102.23.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD to proceed with a confirming PO to AT&T for annual maintenance renewal in the amount of \$394,102.23.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The annual maintenance renewal for the Alarm Public Safety Answering Point (PSAP) is February 18, 2021, through February 18, 2022, and the annual maintenance renewal for the Training Center is November 12, 2020, through November 12, 2021. The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. The installations for the Alarm PSAP and Training Center were

completed/accepted on different dates. The maintenance did not begin until the installations were fully accepted, hence the different annual maintenance renewal dates on the invoices.

On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to Communication and Fleet Management Bureau (CFMB). Based on the dates of the maintenance (i.e., November 12, 2020), the Training Center invoice was already a confirming purchase. The invoice for the Alarm PSAP became a confirming purchase due to the inability to finalize payment within the six-day time frame (i.e., February 18, 2021) coupled with the ongoing funding issues due to budgetary curtailments.

Given that DSB made the initial AT&T VESTA purchase, CFMB was unaware of the ongoing annual maintenance fees. Additionally, CFMB was unaware that the fees would become their responsibility. Due to miscommunication of responsibilities, prior invoices sent by AT&T went unanswered until February 12, 2021.

On August 30, 2022, the Department appeared before the Retroactive Contract Review Committee (RCRC) to discuss the retroactive issue that resulted from the Department obtaining Services without having a PO in place. The RCRC reviewed the applicable documentation leading to the retroactive PO and approved the attached Department's Corrective Action Plan.

Implementation of Strategic Plan Goals

The Services provided under this PO support the County's Strategic Plan, Goal III, Strategy III.3 – Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability. The Services are required to maintain software and equipment critical to the Department's Computer Aided Dispatch (CAD) system at all patrol stations and the Sheriff's Communication Center (SCC).

FISCAL IMPACT/FINANCING

There will be no impact to net County cost. The cost of the confirming purchase order is accounted for in the Department's Fiscal Year 2022-23 General Support budget allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Services provided by AT&T includes maintenance support for 53 computer workstations (i.e., monitors, computers, keyboards, keypads, and proprietary VESTA software) that is installed and tied to the CAD System.

The VESTA software and equipment at SCC is critical to the Department as it is used for training personnel who work at PSAP locations, including all Sheriff's patrol stations and SCC answering calls from various alarm companies for service to various County buildings and residences.

IMPACT ON CURRENT SERVICES FOR (OR PROJECTS)

Payment of the retroactive amount will ensure a continuation of Services to the communities and the County.

Failure to maintain Services would cause the Department to lose its ability to train personnel on answering 9-1-1 and alarm calls from various companies for service to various County buildings and residences of designated executive personnel which would be detrimental to the safety of County facilities and personnel.

CONTRACTING PROCESS

The County Purchasing Agent will process the PO in accordance with the County's Purchasing Policies and Procedures.

CONCLUSION

To avoid future occurrences, CFMB purchasing has added these renewals to the maintenance log that tracks renewal dates. CFMB is working with AT&T to ensure both invoices are received at the same time for the two locations (PSAP and the Training Center) in order to comply with County purchasing policies and ensure they are received and processed in a timely manner. CFMB also requested that AT&T send the invoices directly to CFMB in order to expedite the payment. The Department will work with the Division Chiefs to ensure that any transferring of projects between units or Divisions will be coordinated with all parties involved ensuring all aspects of the project are understood.

Should you have any questions, please contact Lieutenant Marshall Yelverton at (323) 881-8002.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

TKM:RC:er (Administrative Services Division – Fiscal Administration Bureau)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Dawyn R. Harrison, Acting County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Gerald R. Plummer, Division Manager, ISD Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Brian Yanagi, Chief, Technology and Support Division (TSD) Glen C. Joe. Assistant Division Director. ASD Richard F. Martinez, Assistant Division Director, ASD Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB) David C. Sum, Captain, Communications and Fleet Management Bureau (CFMB) Elida D. Rodriguez, Assistant Director, FAB Marshall R. Yelverton, Lieutenant, (CFMB) Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Thea Sheridan. Administrative Services Manager. TSD (Fiscal Admin/Confirming POs – AT&T Maintenance Renewal 12-06-22)

2		Quote Summa	гу		
atat VERSION	6/24;2021 28.00	LASD - Alarm PSAP Basic Configuration	1		
Account Manager	Henry Wang	-	Motorola		
Phone	714-680-5789		VESTA		
Email	hw3126@att.com				
			Total Number of Positions:	32	
			VESTA		
			Year 2 Monthly Maintenance:	\$	6,880.32
			TOTAL Year 2 Annual Maintenance:	\$	82,563.84
			TOTAL:	\$	82,563.84
			VESTA ANALYTICS	Ę	
			Year 2 Monthly Maintenance:	\$	1,008.27
			TOTAL Year 2 Annual Maintenance:	\$	12,099.24
			TOTAL:	\$	12,099.24
			VESTA LOCATE		
			Year 2 Monthly Maintenance:	\$	1,558.00
			TOTAL Year 2 Annual Maintenance:	\$	18,696.00
			TOTAL:	\$	18,696.00
Quote Valid for 60 Da	iys		GRAND TOTAL:	\$	113,359.08

Notes:

• This is a quote for year-two annual maintenance (From 02/18/2021 to 02/18/2022)

* 2021-06-24. Updated the quote date and version number. No other changes.

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E DATE 6/24/2020	Quote Summary		
ntat	LASD - Training Center		
VERSION 25.00	Basic Configuration		
Account Manager Henry Wang	Motorola		
Phone 714-680-5789	VESTA		
Email <u>hw3126@att.com</u>	Total Number of Positions:	74	
		<u></u>	
	VESTA	100 A	
	Year 2 Monthly Maintenance:	\$	4,515.21
		\$	54,182.52
	TOTAL:	\$	54,182.5
	VESTA ANALYTICS	•	004 7
	Year 2 Monthly Maintenance:	\$	661.7
	the second	\$	7,940.5
	Monthly Maintenance:	\$	7,940.5
	VESTA LOCATE		
	Year 2 Monthly Maintenance:	\$	1,022.4
	TOTAL Year 2 Annual Maintenance:	\$	12,269.8
	VESTA LOCATE	\$	12,269.8
Quote Valid For 60 Days	GRAND TOTAL:	s	74,392.9

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Notes:

* This is a quote for year-two annual maintenance (From 11/12/2020 to 11/12/2021)

* 2021-06-24 Updated the quote date and version number No other changes.

0		Quote Summ	ary		
	4/14/2022	LASD - Training Cente	r i i i i i i i i i i i i i i i i i i i		
VERSION	2.00	Basic Configuration			
Account Manager	Kent Ames		Motorola		
Phone	(530) 400-1987		VESTA		
Email	ka3169@att.com				
			Total Number of Positions:	21	
			VESTA		
			Year 3 Monthly Maintenance:	\$	4,515.2
			TOTAL Year 3 Annual Maintenance:	\$	67,728.
			TOTAL:	\$	67,728.
Maintenance c	alculated at 15 Months	to align with Alarm PSAP	VESTA ANALYTICS		
Maintenance d	ates		Year 3 Monthly Maintenance:	\$	661.7
			-	\$	9,925.6
			Monthly Maintenance:	\$	9 925.
			VESTA LOCATE		
			Year 3 Monthly Maintenance:	\$	1,022.4
			TOTAL Year 3 Annual Maintenance:	5	15,337.
			VESTA LOCATE	{\$	15,337
	ays		GRAND TOTAL:		92,991.

Notes:

- This is a quote for year-three annual maintenance (From 11/12/2021 to 02/18/2023)
- * 4-14-2022. New 2022 Quote. added 3 months to co-terminate with Alarm Bill To:

Los Angeles County Sheriff's Department

Communications and Fleet Management Bureau

ATTN: Operations Staff

1277 N. Eastern Ave

Los Angeles Ca 90063

Page 1 of 1 Proprietary information: Not for use or disclosure outside of AT&T, LASD, and State of California except under written consent.

Ŵ.		Quote Summary		
DATE	4/14/2022	LASD - Alarm PSAP		
atat VERSION	2.00	Basic Configuration		
Account Manager	Kent Ames	Motorola		
Phone	(530) 400-1987	VESTA		
Email	ka3169@att.com			
		Total Number of Positions:	32	
		VESTA		
		Year 3 Monthly Maintenance:	\$	6,880.32
		TOTAL Year 3 Annual Maintenance:	\$	82,563.84
		TOTAL:	\$	82,563.84
		VESTA ANALYTICS		
		Year 3 Monthly Maintenance:	\$	1,008.27
		TOTAL Year 3 Annual Maintenance:	\$	12,099.24
		TOTAL:	\$	12,099.24
		VESTA LOCATE		
		Year 3 Monthly Maintenance:	\$	1,558.00
		TOTAL Year 3 Annual Maintenance:	\$	18,696.00
		TOTAL:	\$	18,696.00
uote Valid for 60 Day	/S	GRAND TOTAL:	\$	113,359.08

Notes:

This is a quote for year-three annual maintenance (From 02/18/2022 to 02/18/2023)

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Bill To:

Los Angeles County Sheriff's Department Communications and Fleet Management Bureau ATTN: Operations Staff 1277 N. Eastern Ave Los Angeles Ca 90063

> Page 1 of 1 Proprietary Information: Not for use or disclosure outside of AT&T, LASD, and State of California except under written consent.

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB) AMERICAN TELEPHONE AND TELEGRAPH (AT&T) FY 2022-23

Root Causes	Corrective Action Plan
This maintenance support includes coverage for 53 computer workstations, which includes monitors, computers, keyboards, keypad, and proprietary VESTA software that is installed in the above locations and is tied to the Department's Computer	To avoid missing fiscal deadlines for renewals in the future, CFMB purchasing has added these renewals to the maintenance log that tracks renewal dates.
Aided Dispatch (CAD) system.	In October 2021, LASD requested the items listed in the CAP via email and a telephone message to the account manager from
The VESTA software and equipment at Sheriff's Communication Center (SCC) is critical to the Department as it is used for training personnel who work at Public Safety Answering Point (PSAP) locations (including all Sheriff's patrol	AT&T. However, the email and telephone messages were unanswered as the account manager from AT&T had or was about to retire.
stations) and also for personnel who work at Sheriff's Communication Center (SCC) answering alarm calls from various alarm companies for service to various County buildings and residences of designated executive personnel.	Several months later, in early 2022, LASD was assigned a new account manager and a meeting was immediately setup with the new account manager to discuss the billing issues between LASD and AT&T. The original email message outlining the CAP for LASD was also sent to the new account manager in March
The original purchase order for AT&T VESTA software and equipment was made under PO-SH-19008038-1 with an award	2022.
date of February 19, 2019. This initial purchase was paid by Data Systems Bureau (DSB), which included both the Alarm PSAP and the Training Center. Because installations for the Alarm PSAP and Training Center were completed/accepted on	Year 3 billing was finalized and setup in May 2022 by AT&T with the new instructions provided by LASD (Same billing dates, new email address, new physical address).
different dates, the maintenance did not begin until the installations were fully accepted, hence the different annual	The billing cycle has been added to CFMB's maintenance log and is checked by the CFMB Budget Representative as
maintenance renewal dates on the invoices for the Alarm PSAP and Training Center.	well as Divisions Budget Representative. Also, a reminder has been setup for all CFMB Operations staff to request the invoices from AT&T prior to the next billing cycle. The next

ATTACHMENTII

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB) AMERICAN TELEPHONE AND TELEGRAPH (AT&T) FY 2022-23

On February 12, 2021, DSB received and forwarded the second year AT&T VESTA maintenance renewal invoices to CFMB. Based on the dates of the maintenance, the invoice for the Training Center was already in a confirming purchase statebilling cycle for Year 4 of the maintenance is set for 2/18/2023 2/18/2024.LASD originally reached out to AT&T in October 2021 to discu	SS
CFMB. Based on the dates of the maintenance, the invoice for	
·	
the Training Center was already in a confirming purchase state LASD originally reached out to AT&T in October 2021 to discu	
(due on November 12, 2020). The invoice for the Alarm PSAP what needed to be done by both AT&T and LASD once it was	l l
became a confirming purchase due to the inability to finalize discovered the account was in a confirming state. After a new	
payment within a short time frame (six days, due on February account manager was assigned to LASD in early 2022, all iter	າຣ
18, 2021) and the ongoing funding issues due to budgetary were discussed with the new account manager and all CAP	
curtailments. procedures were put into place for the Year 3 billing cycle, whi	ch
LASD received on or about April 19, 2022 (Same billing dates,	
Given that DSB made the initial AT&T VESTA purchase, new email address, new physical address).	
CFMB was unaware of the ongoing annual maintenance fees,	
nor was CFMB aware of these fees would become the As of May 5, 2022, LASD and AT&T meet on a monthly base	sis
responsibility of CFMB. Due to miscommunication of to discuss outstanding items, which includes the topic of	
responsibilities, prior invoices sent by AT&T went unanswered billing for the next maintenance cycles for the two VESTA	
until February 12, 2021. Iocations.	
LASD will coordinate within the respective Division(s) the	
transferring of projects, including the fiscal portion of tho	se
projects. Each Division Chief will work with the unit	
Commanders to ensure all aspects and responsibilities of	:
the transferring project are properly explained and timelin	
are understood. Regardless, of whether the transferring	
project is within the same Division or not.	

RETROACTIVE CONTRACTS REPORTING FORM CORRECTIVE ACTION PLAN LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) COMMUNICATIONS AND FLEET MANAGEMENT BUREAU (CFMB) AMERICAN TELEPHONE AND TELEGRAPH (AT&T) FY 2022-23

Start and completion dates of the Corrective Action Plan As soon as approval is received to pay the vendor.	 Plan Development Start Date: August 30, 2022 Completion Date: (Pending AT&T consolidation of both bills and confirming payment has been received) This was completed when AT&T was able to put both invoices on the same billing cycle for Year 3 of the maintenance which were received on or around April 19, 2022.
Responsible person for the Corrective Action Plan	Captain David Sum Lieutenant Marshall Yelverton Operations Assistant III Wendy Cole Operations Assistant III Darlene Bonilla Operations Assistant II Robert Ahrens
Lessons learned as a result of the situation	Ensuring units/bureaus/divisions within LASD know who will be responsible for the invoices issued to the Department and ensuring those invoices are sent to the correct unit/bureau/division for processing.
How the Corrective Action Plan effectiveness will be measured By the timely payment to AT&T on an annual basis.	AT&T will be paid, taking the current maintenance invoices out of confirming status. Working with AT&T to ensure the next set of maintenance invoices will be sent to the correct location and in a timely manner as to avoid the incredible short time frame given to LASD to fund and pay the maintenance contract for year three through five.

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

□ Board Memo

□ Other

CLUSTER AGENDA	12/7/2022	
REVIEW DATE	12/1/2022	
BOARD MEETING DATE	12/20/2022	
SUPERVISORIAL DISTRICT AFFECTED	\square All \square 1 st \square 2 nd \square 3 rd \square 4 th \square 5 th	
DEPARTMENT(S)	Los Angeles County Sheriff's Department	
SUBJECT	Requesting Board approval of an appropriation and to accept a grant award.	
PROGRAM	FY22 Intellectual Property Enforcement Program: Protecting Public Health, Safety, and the Economy from Counterfeit Goods and Product Piracy; Award #15PBJA-22-GG-01584-INTE	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No	
SOLE SOURCE CONTRACT	🗆 Yes 🛛 No	
	lf Yes, please explain w	-
DEADLINES/ TIME CONSTRAINTS	Per the award, acceptance should be within 45 days; however, an extension has been requested. The deadline to accept the award is now no later than December 20, 2022	
COST & FUNDING	Total cost: \$374,949	Funding source: United States Department of Justice, Bureau of Justice Assistance
	TERMS (if applicable): The grant award performance period is October 1, 2022, through September 30, 2024. Explanation: Application submitted in the amount of \$374,979 with no match. Receipt of these funds will help with operational expenses	
PURPOSE OF REQUEST	To accept this grant award	
BACKGROUND	The objectives of the CAPE Team are to enhance the development of a multi-agency	
(include internal/external	response utilizing the Department's resources on local, state and federal levels to	
issues that may exist	reduce intellectual property crimes in the County; to utilize teams of the Community	
including any related motions)	Partnerships Bureau (CPB) to identify, investigate, and prepare intellectual property crimes for prosecution	
EQUITY INDEX OR LENS	\Box Yes \boxtimes No	
WAS UTILIZED	If Yes, please explain how:	
SUPPORTS ONE OF THE	Yes No	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how	
	Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2.3, Foster Vibrant and Resilient Communities; Support the Wellness of Our	
	Communities by Prioritizing Environmental Health Oversight and Monitoring, by	
	combining a multi-agency response and utilizing Department resources on local, State,	
	and Federal levels to reduce intellectual property crimes in the County.	
DEPARTMENTAL	Name, Title, Phone # & Email:	
CONTCTS	Geoffrey R. Deedrick, Lieutenant (323) 981-5300, grdeedri@lasd.org	
	Diane Stone, Administrative Services Manager III, (213) 229-1818, D1Stone@lasd.org	

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ACCEPT A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, 2022 BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2022 INTELLECTUAL PROPERTY ENFORCEMENT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT (ALL DISTRICT) (4 VOTES)

SUBJECT

Request Board approval of an appropriation adjustment and authorization for the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$374,979 from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA), Assistance Listing Number (ALN) 16.752, for the Fiscal Year (FY) 2022 Intellectual Property Enforcement Program (Program) to fund the Counterfeit and Piracy Enforcement (CAPE) Team.

IT IS RECOMMENDED THAT THE BOARD:

- Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Agreement Number 15PBJA-22-GG-01584-INTE (Agreement) with BJA, accepting grant funds in the amount of \$374,979 with no match requirement for the grant period from October 1, 2022, through September 30, 2024.
- 2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to,

agreements, modifications, extensions, and payment requests that may be necessary for completion of the 2022 Program.

- 3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to BJA for the Enforcement Program in future FYs and to execute all required grant application documents, including assurances and certifications, when and if such funding becomes available.
- 4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards from BJA for the Enforcement Program in future FYs, if awarded by the DOJ, and to execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment request that may be necessary for completion of the Enforcement Program in future FYs.
- 5. Approve an appropriation adjustment to increase the Department's revenue by \$374,000 (\$355,000 for Salaries and Employee Benefits and an additional \$19,000 for travel and training expenses) for FY 2022-23 to be fully offset by revenue from the DOJ, 2022 BJA FY 22 Intellectual Property Enforcement Program to fund the CAPE Team.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The objectives of the CAPE Team are to enhance the development of a multi-agency response utilizing the Department's resources on local, state and federal levels to reduce intellectual property crimes in the County; to utilize teams of the Community Partnerships Bureau (CPB) to identify, investigate, and prepare intellectual property crimes for prosecution; and to forge law enforcement community partnerships and increase public awareness about the health and/or safety risks posed by counterfeited and piratical products. The primary goal of the CAPE Team is to facilitate multijurisdictional investigations and integrate multi-agencies for the purpose of enhancing inter-agency coordination and intelligence to reduce intellectual property crimes facilitated by the counterfeiting and pirating of luxury and recorded goods.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2.3, Foster Vibrant and Resilient Communities; Support the Wellness of Our Communities by Prioritizing Environmental Health Oversight and Monitoring, by combining a multi-agency response and utilizing Department resources on local, State, and Federal levels to reduce intellectual property crimes in the County. The Honorable Board of Supervisors December 20, 2022 Page 3

FISCAL IMPACT/FINANCING

The amount awarded for the program is \$374,979 with a no match requirement. The funds (in total) will cover Salaries and Employee Benefits (\$355,000 for overtime only) and Services and Supplies (\$19,000 for travel and training expenses).

Funds in the amount of \$374,000 will be requested via a budget appropriation adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2022, the Department submitted a grant application in response to BJA's Program grant solicitation. Upon review of the Department's application, BJA awarded the grant in the amount of \$374,979 with no match requirement to the Department. The grant period will be from October 1, 2022, through September 30, 2024.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The program may create workload increases for the County's justice departments, including the District Attorney, Public Defender, and the Alternate Public Defender as suspects are identified and subsequently charged with a crime.

CONCLUSION

Upon your Board approval, please return a copy of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF The Honorable Board of Supervisors December 20, 2022 Page 4

AV:TTM:ttm (Financial Programs Bureau/Grants Unit)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Dawyn R. Harrison, Acting County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Glen C. Joe, Assistant Division Director, ASD Richard F. Martinez, Assistant Division Director, ASD David E. Culver, Director, Financial Programs Bureau (FPB) Lina D. Corvera, Assistant Director, FPB Geoffrey R. Deedrick, Lieutenant, Community Partnership Bureau Diane Stone, Grants Manager, FPB, Grants Unit Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Monica Moreno, Administrative Services Manager I, FPB, Grants Unit Tajuana Moore, Operations Assistant III, FPB, Grants Unit (Grants - CAPE Program 12-20-22)

Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: Fiscal Year 2022 Intellectual Property Enforcement Program

The objectives of the CAPE Team are to enhance the development of a multi-agency response utilizing the Department's resources on local, State and Federal levels to reduce intellectual property crimes in the County; to utilize teams of the Community Partnerships Bureau to identify, investigate, and prepare intellectual property crimes for prosecution; and to forge law enforcement community partnerships and increase public awareness about the health and/or safety risks posed by counterfeited and pirated products. The primary goal of the CAPE Team is to facilitate multi-jurisdictional investigations and integrate multi-agencies for the purpose of enhancing inter-agency coordination and intelligence to reduce intellectual property crimes.

	Program (Fed. Grant # /State Bill or Code #)	Grant Acceptance Deadline
US Dept. of Justice, Bureau of	Grant # 15PBJA-22-GG-01584-INTE	November 15, 2022
Justice Assistance		

Total Amount of Grant Funding:County Match:\$374,979.00Grant Period:24 MonthsBegin Date:October 1, 2022Number of Personnel Hired Under This Grant:N/AEnd Date:Full Time:N/A		
Obligations Imposed on the County When the Grant Expires Will all personnel hired for this program be informed this is a grant-funded program?	Yes	No <u>N/A</u>
Will all personnel hired for this program be placed on temporary ("N") items? Is the County obligated to continue this program after the grant expires?	Yes Yes	No <u>N/A</u> No <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Dep	artment will	l:
a). Absorb the program cost without reducing other services	Yes	No <u>X</u>
b). Identify other revenue sources (Describe)	Yes	No <u>X</u>
c). Eliminate or reduce, as appropriate, positions/program costs funded by the gran	nt. Yes <u>X</u>	No
Impact of additional personnel on existing space: No impact. This grant has staffing various enforcement operations is on an overtime basis.	g for	
Other requirements not mentioned above: None		

✓ Award Letter

September 16, 2022

Dear Murakami Timothy,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF LOS ANGELES for an award under the funding opportunity entitled 2022 BJA FY 22 Intellectual Property Enforcement Program: Protecting Public Health, Safety, and the Economy from Counterfeit Goods and Product Piracy. The approved award amount is \$374,979.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the

identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator First Name Orbin

Middle Name

Last Name Terry

✓ Award Information

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

Recipient Information

Recipient Name COUNTY OF LOS ANGELES

UEI HAC7HNDLD115

Street 1 211 W TEMPLE ST

City LOS ANGELES

Zip/Postal Code 90012

County/Parish

Street 2

State/U.S. Territory California

Country United States

Province

QAward Details

Federal Award Date	Award Type
9/16/22	Initial
Award Number	Supplement Number
15PBJA-22-GG-01584-INTE	00
Federal Award Amount	Funding Instrument Type
\$374,979.00	Grant

Assistance Listing Number Assistance Listings Program Title

16.752

Economic, High-Tech, and Cyber Crime Prevention

Statutory Authority

Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 125)

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Project Information

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

Solicitation Title	Awarding Agency
2022 BJA FY 22 Intellectual Property	OJP
Enforcement Program: Protecting Public Health,	Program Office
Safety, and the Economy from Counterfeit	BJA
Goods and Product Piracy	

Application Number

Grant Manager Name Phone Number

Elaine Smokes 202-598-7139 E-mail Address Elaine.Smokes@usdoj.gov

Project Title

Counterfeit and Piracy Enforcement (Cape)

Performance Period Start Date	Performance Period End Date
10/01/2022	09/30/2024
Budget Period Start Date	Budget Period End Date
10/01/2022	09/30/2024

Project Description

The Los Angeles County Sheriff's Department, Community Partnerships Bureau established the Counterfeit and Piracy Enforcement Team (CAPE) in 2009. CAPE has developed a successful program to address crimes against intellectual property rights (IPR). If awarded, CAPE will improve by implementing more aggressive mechanisms. Enhancing partnerships with the public, businesses, and local, state, and federal partners with the intent to increase public health and safety will decrease theft of trade secrets and increase large-scaled commercial counterfeit and piracy enforcement operations.

CAPE operates within a Memorandum of Understanding (MOU) with Homeland Security Investigations (HSI IPR Group), Los Angeles City Attorneys Anti-Counterfeit Enforcement Program (LACA), and the California Department of Justice Tax Recovery in the Underground Economy (TRUE).

Since being awarded the 2020FY BJA grant, CAPE has seized over 300,000 counterfeit items totaling over 124 million dollars. Seized were harmful concentrated cannabis products, illicit human and animal pharmaceuticals, unsafe automotive parts, electronics, and much more.

CAPE will cultivate public involvement. Improving public awareness of IPR dangers will increase the reporting and identification of additional IPR targets and lower local demand of such goods.

CAPE plans to alert the public through meetings and media outlets. For example, CAPE has partnered with IPR victim Merck & Co. (Pharmaceutical Company) and recently launched a

large campaign to publicize the dangers of fentanyl poisoning and the killing of loved ones due to the unwitting consumption of counterfeit pharmaceuticals. New strategies with LA Regional Crime Stoppers will increase notifications to CAPE of IPR crimes.

CAPE plans to address large-scale commercial counterfeit operations by utilizing partnerships with HSI IPR Group and US Customs and Border Protection. The joint investigations will help identify the multifarious components of the commercial network of individuals, businesses, transports, and warehouses involved in the importation and distribution of counterfeit goods. Through examining shipping containers, conducting surveillance of controlled deliveries, and employing other appropriate investigative and enforcement actions.

CAPE will further deliver by partnering and cultivating new relationships with local, state, and federal agencies. CAPE's past IPR investigations has led to new partnerships with the CA Bureau of Cannabis Control, FDA, and other federal offices. CAPE has and will continue to utilize LACLEAR to deconflict and encourage collaborative investigations for increased officer and public safety.

If awarded, CAPE expects an increased amount of reported and investigated IPR crimes compared to past years, in addition to the increase of investigating higher value targets.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

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

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

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



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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

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

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Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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



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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information"

(PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

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Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

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

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

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



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.



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

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

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs

("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

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

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

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

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

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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.

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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.

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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."



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.

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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").

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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.

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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.

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Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the

award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

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

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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.

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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.

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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.

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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.

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Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

- 4. Rules of construction
- A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify

website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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



Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that ---

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

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

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

22

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law

Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

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

23

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

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

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

₿24

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

25

Restrictions on "lobbying"

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

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

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient)

would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

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

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

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

₿27

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

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

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

28

Requirement to report potentially duplicative funding

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

∎29

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be

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

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

30

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

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

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Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

₿33

Justification of consultant rate

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



Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

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Confidentiality of data

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

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

37

Protection of human research subjects

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

38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

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FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive

Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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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).

₿41

Limit on use of grant funds for grantees' employees' salaries

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

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

42

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

43

Confidential Funds

Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.



Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the

regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

45

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

46

Within 90 days of this award, the recipient shall submit to the Office of Justice Programs a finalized Memorandum of Understanding (MOU) that reflects the goals and objectives of the project and lists the identities, roles, and contributions of the participating agencies. The MOU must be signed by the Chief Executive Officer of each collaborating agency. The grantee also agrees to notify the Bureau of Justice Assistance of any change in the status or duties of the collaborating agency partners or individuals.



Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material

representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval			
Title of Approving Official	Name of Approving Official	Signed Date And Time	
Deputy Assistant Attorney General	Maureen Henneberg	9/14/22 9:48 AM	

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official Under Sheriff

Signed Date And Time

PI	NK	(1)	

BA FORM 11162021

BOARD OF SUPERVISORS OFFICIAL COPY

				OFFICIAL COPY
		COUNTY	OF LOS ANGELES	October 25, 2022
			PRIATION ADJUSTMENT	
			DEPARTMENT	
AUDITOR-CONTROLLE	R:	SHERITS	DEFARIMENT	
THE FOLLOWING AP			HIS DEPARTMENT. PLEASE CONFIRM THE AC	
			D AND REASONS THEREFORE	
		4 -	VOTES	
	SOURCES	5	USE	S
BA DETAIL - SEE ATTAC	CHMENT PAGE 1		BA DETAIL - SEE ATTACHMENT PAGE 1	
SOURCES T	OTAL	\$ 748,000	USES TOTAL	\$ 748,000
JUSTIFICATION	1.00			and the second second
	n appropriation for	Salaries and Employee Benefits a	and Services and Supplies in the amount	of \$374,000 to enhance the
development of a mu	Ilti-agency response	e utilizing the Department's resou	irces on local, state and federal levels to	reduce intellectual property
crimes in the County. Enforcement Program	The appropriation	is fully offset by revenue from th	e United States Department of Justice 20	022 BJA FY 22 Intellectual Property
remorcement Program	•		D ILC I	
			David Culver	ate: 2022 11 01 09.17.34 -07'00'
BOARD OF SUPERVISOR	SAPPROVAL (AS REC	QUESTED/REVISED)	AUTHORIZED SIGNATORE David	E. Culver, Director
		,		
REFERRED TO THE CHIEF		ACTION	X APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOI	and the second second strends to be a second s		APPROVED AS REVISED	Dong C Digitally signed by
	L	by Lan Sam		Rene C. Phillips
AUDITOR-CONTROLLER	ВУ	Sam Date: 2022.11.01 15:05:19 -07'00'	CHIEF EXECUTIVE OFFICER	BY Phillips Date: 2022.11.01 16:34:44 -07'00'
B.A. NO. 047		ATE 11/01/2022		DATE
				DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/7/2022					
BOARD MEETING DATE	12/20/2022					
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th				
DEPARTMENT(S)	District Attorney's Office					
SUBJECT	Delegate authority for the County of Los Angeles District Attorney's Office (LADA) to accept grant funding for the Reconciliation Education and Counseling Crimes of Hate (REACCH) Project for the performance period beginning October 1, 2021 and ending September 30, 2023. The REACCH project with Grant Number EMW-2021-GR-00087 is supported with federal funds from the United States Department of Homeland Security (US-DHS) through its Office for Targeted Violence and Terrorism Prevention (TVTP) and Federal Emergency Management Agency. Funding opportunity came from the TVTP Grant Program DHS-21-TTP-132-00-01 with Assistance Listing Number 97.132. This project requires the collaboration between LADA and its three subrecipients, 2nd Call, Asian American Education Project (AAEP), and Gateways Hospital and Mental Health Center (Gateways). Therefore, the LADA requests delegated authority to enter into, and approve of, sub-grantee agreements with its subrecipients.					
PROGRAM	Reconciliation Education and Counseling Crimes of Hate (REACCH) Project					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No					
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No					
	If Yes, please explain why:					
DEADLINES/	Program starts on October 1, 2021					
TIME CONSTRAINTS						
COST & FUNDING	Total cost:Funding source:\$200,000.00Federal \$200,000.00 and State \$0.00					
	TERMS (if applicable): October 1, 2021 through	September 30, 2023				
	Explanation:					
PURPOSE OF REQUEST	The purpose of the recommended actions is to initiate an innovative public safety restorative justice probationary model that is offender centric by focusing on counseling and anti-bias education; victim centric because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia.					
BACKGROUND (include internal/external issues that may exist including any related motions)	Violence. The Framew outlines the Department' This approach is focus prevention frameworks engagement at the state the whole of society. information sharing, and	is Strategic Framework for Countering Terrorism and Targeted york's third goal, "Prevent Terrorism and Targeted Violence," is approach to the prevention of targeted violence and terrorism. sed on the establishment and expansion of locally-based is, which require significant and continued stakeholder and local level to build transparent and trusted relations among Such relationships reduce risk, enhance resilience, ensure d fulfill requests for service. Building and sustaining these is a core goal of all prevention frameworks.				

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.
DEPARTMENTAL CONTACTS	Name, Title, Phone No. & Email: Anh Vo, Administrative Services Manager I (213) 257-2805 avo@da.lacounty.gov



GEORGE GASCÓN LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE 211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012-2726

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FOR THE REACCH PROJECT (RECONCILIATION EDUCATION AND COUNSELING CRIMES OF HATE) FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2023; DELEGATE AUTHORITY TO ENTER INTO, AND APPROVE OF, AGREEMENTS WITH SUBRECIPIENTS

(ALL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to accept grant funding for the Reconciliation Education and Counseling Crimes of Hate (REACCH) Project for the performance period beginning October 1, 2021, and ending September 30, 2023. The REACCH project with Grant Number EMW-2021-GR-00087, is supported with federal funds from the United States Department of Homeland Security (US-DHS) through its Office for Targeted Violence and Terrorism Prevention (TVTP) and Federal Emergency Management Agency. Funding opportunity came from the TVTP Grant Program DHS-21-TTP-132-00-01 with Assistance Listing Number 97.132. This project requires the collaboration between LADA and its three subrecipients, 2nd Call, Asian American Education Project (AAEP), and Gateways Hospital and Mental Health Center (Gateways). Therefore, the LADA requests delegated authority to enter into, and approve of, sub-grantee agreements with its subrecipients.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the LADA to accept grant funding from the US-DHS under the TVTP Grant Program for the performance period beginning October 1, 2021, and ending September 30, 2023, in the amount of \$200,000. This amount shall be fully expended within any given time between October 1, 2021, and September 30, 2023.
- 2. Delegate authority to the LADA or his designee to execute, amend, or terminate subgrantee agreements (copies attached) with 2nd Call, AAEP, and Gateways for the provisions contained within the sub-grantee agreements. Funding for the performance period of October 1, 2021, to September 30, 2023, is as follows: LADA shall receive \$40,000; 2nd Call shall receive \$20,000; AAEP shall receive \$40,000; and Gateways shall receive \$100,000. Therefore, the total cost for the REACCH project shall not exceed \$200,000, and a cost share or cost match is not required.
- 3. Delegate authority to the LADA or his designee to execute change notices or amendments to the sub-grantee agreements referenced above that authorize modifications to each subrecipient budget and corresponding service adjustments; allow for the rollover of unspent funds to the following fiscal year and/or redirection of funds between each participant of the REACCH project; and/or corrections of errors in the sub-grantee agreements' terms and conditions.
- 4. Delegate authority to the LADA or his designee, upon award of grant funding by US-DHS, to accept and execute the Grant Award Agreement and serve as Project Director for the REACCH project. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the US-DHS grant agreements that have no net County cost impact to the Los Angeles County (County); to execute, amend, or terminate any related agreements associated with the grant including subrecipients and/or contractors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to initiate an innovative public safety restorative justice probationary model, that is offender centric by focusing on counseling and anti-bias education; victim centric, because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia.

The Honorable Board of Supervisors December 20, 2022 Page 3

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization, capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner, focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The LADA's proposal requests grant funding in the amount of \$200,000 with zero cost share or cost match for the performance period of October 1, 2021, to September 30, 2023. Of this amount the LADA shall receive \$40,000; 2nd Call shall receive \$20,000; AAEP shall receive \$40,000; and Gateways shall receive \$100,000. Funding in the amount of \$200,000 will reflect in the Fiscal Year 2022-23, Final Adopted Budget for LADA and rollover any unspent amount to the following fiscal year. There is no net County cost impact associated with the proposed grant award.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the LADA. Reimbursement allocations by the LADA to the subrecipients are contingent upon the availability of federal funding from US-DHS. If the LADA does not receive the full amount from the federal government, the subrecipients have acknowledged that its portion of the grant will be reduced in an amount to be determined by the LADA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 20, 2019, US-DHS released its Strategic Framework for Countering Terrorism and Targeted Violence. The Framework's third goal, "Prevent Terrorism and Targeted Violence," outlines the Department's approach to the prevention of targeted violence and terrorism. This approach is focused on the establishment and expansion of locally-based prevention frameworks.

A local prevention framework is a flexible model that attempts to reach all segments of the local society to ensure a variety of objectives are met. Achieving this framework requires significant and continued stakeholder engagement at the State and local level to build transparent and trusted relations among the whole of society. Such relationships reduce risk, enhance resilience, ensure information sharing, and fulfill requests for service. Building and sustaining these relationships is therefore, a core goal of all prevention frameworks.

The goal of the TVTP Grant Program is to establish, expand and/or enhance local targeted violence and terrorism prevention frameworks, which include the following objectives:

- Raising awareness of radicalization to violence,
- Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increased communications addressing radicalization to violence,
- Ensuring members of the local community can act on their awareness training by knowing how to contact – and understand the role of – threat assessment and management teams,
- Ensuing members of the local community have access to multi-disciplinary threat assessment and management teams, and
- Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

To align with these objectives, the LADA Hate Crimes Unit introduces the REACCH project, which is an innovative public safety restorative justice probationary model that is offender centric by focusing on counseling and anti-bias education; victim centric, because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia. The project's goal is to develop a permanent restorative justice probationary model that is based on a proven clinical methodology and employs a clinical and digital anti-bias educational curriculum with victim reconciliation. This probationary model permits a judge supervising the term of probation to order participation in the anti-bias program for all future hate crime offenders within the County. The immediate objective is to successfully teach the pilot phase participants, through clinical and facilitator based anti-bias education, the skills necessary to recognize the roots of their bias animus for violence against the group they targeted and to develop awareness and relapse tools necessary to prevent recidivism against the group that was targeted.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

The Honorable Board of Supervisors December 20, 2022 Page 5

CONCLUSION

Following Board approval, the Executive Officer of the Board is requested to return two copies of the adopted Board letter to Mr. Anh Vo of the LADA, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205.

Any questions may be directed to Mr. Vo at (213) 257-2805, or at avo@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN District Attorney

av

Enclosures (3)

c: Executive Officer, Board of Supervisors Chief Executive Officer County Counsel

Los Angeles County Chief Executive Office Grant Management Statement for Grants \$100,000 or More

Department DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description RECONCILIATION EDUCATION AND COUNSELING CRIMES OF HATE (REACCH) PROJECT

The United States Department of Homeland Sercurity released its Strategic Framework for Countering Terrorism and Targeted Violence. The Framework's third goal, "Prevent Terrorism and Targeted Violence," outlines the Department's approach to the prevention of targeted violence and terrorism. This approach is focused on the establishment and expansion of locally-based prevention frameworks, which require significant and continued stakeholder engagement at the state and local level to build transparent and trusted relations among the whole of society. Such relationships reduce risk, enhance resilience, ensure information sharing, and fulfill requests for service. Building and sustaining these relationships is therefore a core goal of all prevention frameworks.

UNITED STATES DEPARTMENT OF HOMELAND SECURITY EMW-2021-GR-00087 NONE Total Amount of Grant Funding \$200,000 County Match \$0 Grant Period Begin Date: October 1, 2021 End Date: September 30, 200 Number of Personnel Hired Under This Grant Full Time: 0 Part Time: 0 Obligations Imposed on the County When the Grant Expires Will all personnel hired for this program be informed this is a grant-funded program? Yes X No Will all personnel hired for this program be placed on temporary ("N") items? Yes X No Is the County obligated to continue this program after the grant expires? Yes No	Funding Agency					Program (Fed. Grant #/State Bill or Code #)			Grant Acceptance Deadline		
Grant Period Begin Date: October 1, 2021 End Date: September 30, 202 Number of Personnel Hired Under This Grant Full Time: 0 Part Time: 0 Obligations Imposed on the County When the Grant Expires Will all personnel hired for this program be informed this is a grant-funded program? Yes X No Will all personnel hired for this program be placed on temporary ("N") items? Yes X No Is the County obligated to continue this program after the grant expires? Yes No No If the County is not obligated to continue this program after the grant expires, the Department will: No No a.) Absorb the program cost without reducing other services Yes No No b.) Identify other revenue sources (describe below) Yes No No c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes No No Impact of additional personnel on existing space: None None Yes No	UNITED STATES DEPARTN	IENT C	F HOME	ELAND SEC	URITY	EMW	/-2021-GR-	00087	-	NON	E
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Other requirements not mentioned above:	Other requirements not mentior	ned abov	e:								
None	None										

Department Head Signature

GEORGE GASCÓN

Date

11-17. D

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES

and

2ND CALL

RECITALS

WHEREAS, the Los Angeles County District Attorney's Office ("LADA") established the Reconciliation Education and Counseling Crimes of Hate Program (REACCH), an innovative public safety restorative justice probationary model that is offender centric by focusing on counseling and anti-bias education; victim centric because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia; and

WHEREAS, the Department of Homeland Security Office of Targeted Violence and Terrorism Prevention Grant Program awarded to the County of Los Angeles in the amount of \$200,000.00; and

WHEREAS, Under California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice; and

WHEREAS, the LADA and Subrecipient desire to enter into a subrecipient agreement for the purpose of providing services for Project, which shall be funded by the Federal award; and

WHEREAS, on December 20, 2022 the County's Board delegated authority to the LADA, or designee, to prepare and execute agreements and any and all amendments under the Federal award;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 PURPOSE

This SUBAWARD SERVICES AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County") and 2ND CALL (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the County and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

2.0 FEDERAL AWARD INFORMATION

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2021

Targeted Violence and Terrorism Prevention Grant Program, Federal Grant # EMW-2021-GR-00087-S01, Federal Award Date September 22, 2021. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Department of Homeland Security ("DHS").

The County, acting through Los Angeles County District Attorney's Office ("LADA"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this subaward of the Federal award to the Subrecipient.

3.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date of the execution by the County and shall continue until September 30, 2023, unless sooner terminated or extended by County. The grant award performance period is October 1, 2021 through September 30, 2023.

4.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

5.0 USE OF FUNDS

- 5.1 <u>PROJECT FUNDS</u>. Subrecipient shall receive Funds up to \$20,000.00 ("Project Funds") to provide services for the Reconciliation and Counseling Crimes of Hate (REACCH) Program ("Project") pursuant to Exhibit A, Project Description and Pricing, Exhibit B, Implementation and Measurement Plan (IMP), which are attached hereto and incorporated by reference, during the period that begins on August 3, 2021, and ends on September 30, 2023 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.
 - 5.1.1 Subrecipient shall comply with all requirements promulgated by DHS which are applicable to this particular Subaward. These include, without limitation, the requirements for recipients and subrecipients set forth in Exhibit C Fiscal Year (FY) 2022 DHS Standard Terms and Conditions and Exhibit D Notice of Funding Opportunity,
 - 5.1.2 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, in accordance with the federal regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit A, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in

writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.1.3 Subrecipient shall return Project Funds to County if County determines, in its sole discretion. Subrecipient has expended Project Funds not in accordance with this Agreement, including but not limited to, current and subsequent federal rules, regulations, guidelines, and instructions, executive orders and other applicable laws. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with federal Laws and Regulations, DHS requirements, and Exhibit D Notice of Funding Opportunity.
- **5.2** <u>FUNDING RESTRICTIONS AND ALLOWABLE COSTS.</u> All costs charged to awards covered by Exhibit D Notice of Funding Opportunity must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in Exhibit D, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).
- **5.3** <u>SOURCE AND APPROPRIATION OF FUNDS.</u> County's obligation is payable only and solely from Project Funds appropriated through DHS, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement, in the event future Project Funds are not appropriated for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 5.4 <u>IMPROPER USE OF FUNDS.</u> Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by LADA, or its designee, shall constitute a material breach of contract upon which County, through the LADA, or its designee, may cancel, terminate or suspend this Agreement.

6.0 DEBARMENT AND SUSPENSION

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

7.0 CIVIL RIGHTS ACT OF 1964 – TITLE VI

Subrecipients must comply with the requirements of title vi of the civil rights act of 1964 (codified as amended at 42 U.S.C. § 2000D ET SEQ.), which provides that no person in

the united states will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the act are found at 6 C.F.R. PART 21 AND 44 C.F.R. PART 7.

8.0 LOBBYING PROHIBITIONS

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

9.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and consistent with all that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- **9.1** <u>COUNTY LAWS</u>. Subrecipient must comply with all County laws and policies, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).
- **9.2** <u>LAWS, REGULATIONS AND GUIDELINES.</u> In addition to the requirements of in this section and Exhibit D, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200. All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions in Exhibit C; County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

10.0 CONFIDENTIALITY

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

11.0 REPORTS AND AUDITS

- **11.1** <u>UNIFORM ADMINISTRATIVE REQUIREMENTS</u>. Subrecipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:
 - 11.1.1 Single Audit Compliance: Subrecipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.
 - 11.1.2 Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").
 - 11.1.3 Suspension and Debarment: Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.
- **11.2** <u>REPORTING REQUIREMENTS</u>. Subrecipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph. Subrecipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to the County as specified in Exhibit B, under reporting requirements.
 - 11.2.1 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Exhibit B
 - 11.2.2 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

- 11.2.3 The County may withhold Project Funds and or disallow expenditures anytime the Subrecipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by according to payment terms agreed to by the Subrecipient and in a timely manner.
- 11.2.4 Subrecipient shall provide monthly reports to the County on data related to use of Project Funds as specified by the County. Subrecipient shall maintain and provide to the County any other data and documents involving Project Funds as requested by County. Subrecipient understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.
- 11.2.5 Final Activity Reports: Subrecipient shall provide a final activity report that addresses the following, at a minimum: (i) identify the final expenditures incurred for the Project as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) provide a description of activities that were undertaken for the Project; and, (v) provide a reconciliation of the final Project expenditures. Unless otherwise waived in writing by the County, final activity reports must be submitted thirty days after the Project has been completed.
- **11.3** <u>AUDITS</u>. County will audit Subrecipient's use of Project Funds in accordance with County's policy and federal grant requirements and regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.
 - 11.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and until three years after the completion of this agreement, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.
 - 11.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

- 11.4 Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate or suspend this Agreement.
- **11.5** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with County's policy and federal grant requirements and regulations or this Agreement, Subrecipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the County.

12.0 MONITORING REQUIREMENTS

The County monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and the Project to ensure compliance with federal and state requirements and timely Project completion. The Subrecipient shall be required to resolve any monitoring findings to the County's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the County in its monitoring findings.

Subrecipient shall ensure their contractors and other party are in compliance with all federal requirements and shall perform regular, ongoing monitoring of the contractor and other party for the term of this Agreement. Subrecipient shall ensure their contractor and other party resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the County, as well as the status of those findings until they are resolved by the contractor and other party.

13.0 MAINTENANCE AND SECURITY OF RECORDS AND FINANCIAL DOCUMENTS

- **13.1** <u>MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS.</u> Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement. Subrecipient shall also comply, and shall ensure that its contractors comply, with the records retention and access requirements contained in Exhibit B. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.</u>
- **13.2** <u>EXAMINATION OF RECORDS</u>. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

13.3 <u>RECORDS RETENTION</u>. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. The record retention period will be extended if the Subrecipient is notified in writing of the extension by LADA. Where FEMA requires Subrecipients to report program income after the period of performance ends, the program income record retention period begins at the end of the Subrecipient's fiscal year in which program income is earned. See 2 C.F.R. § 200.334(e).

13.4 Storage and Transmission of County Information

All County information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County. The Subrecipient will encrypt County information transmitted on networks outside of the Subrecipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County.

In addition, the Subrecipient shall not store County information in the cloud or in any other online storage provider without written authorization from the County. All mobile devices storing County information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County.

14.0 INDEPENDENT CONTRACTOR

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

15.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or

regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

16.0 INDEMNIFICATION

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

17.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.

- 17.1 REMEDIES FOR NONCOMPLIANCE. In addition to any other rights and remedies the County may have under this Agreement, at law, or in equity, the County may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:
 - 17.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 - 17.1.2 Disallow all or part of the cost of the action not in compliance.
 - 17.1.3 Wholly or partly suspend or terminate the Subrecipient's Project Funds.
 - 17.1.4 Withhold further and/or future awards and/or any other funds administered by the County.
 - 17.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
 - 17.1.6 Take other remedies that may be legally available.

Effects of suspension and termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractor during a suspension or after termination of an Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

17.2 <u>TERMINATION FOR NONCOMPLIANCE.</u> Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by DHS or County if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- 17.2.1 Termination Without Cause: This Agreement may be terminated by the County in whole or in part at any time without cause.
- 17.2.2 Termination With Cause: The Agreement may be terminated by the County in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.
- 17.2.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and federal Laws and Regulations.

18.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

19.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

20.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- **20.1** Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- **20.2** Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.
- **20.3** Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.
- **20.4** Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

21.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

22.0 INSURANCE

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E - Insurance Requirements.

23.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

24.0 INTERPRETATION

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

25.0 PROJECT INTEGRITY

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at http://fraud.lacounty.gov.

26.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County:Paul Kim, Deputy District Attorney211 West Temple Street, 10th FloorLos Angeles, CA 90012

	pkim@da.lacounty.gov (213) 974-3500
To Subrecipient:	Skipp Townsend PO Box 191476 Los Angeles, CA 90019 Phone: (323)-763-2888

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

27.0 PROCUREMENT

Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and state procurement laws.

- 27.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every contractor or other party in the same manner and to the same degree as if such subcontractor(s) were Subrecipient's employees.
- **27.2** Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to contract, notwithstanding County's approval of Subrecipient's proposed contract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.
- **27.3** Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where contractors violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

28.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

29.0 WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver

thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the District Attorney or designee.

2ND CALL

Signed: <u>SKIPP TOWNSEND</u>

Date _____

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

Signed:

Date

GEORGE GASCÓN DISTRICT ATTORNEY

Project Description

2nd Call

PROJECT OVERVIEW

The Goal of this Project is to reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen that addresses maladaptive behavior in general and bias animus in particular. The regimen will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The Project will also include programs that target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.

The pilot phase of the program will begin with four participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group.

PURPOSE

The purpose of this MOU between the Parties is to establish operational collaboration and services necessary to implement this REACCH pilot project to provide Anti-Bias therapy with a peer facilitator or coach.

TASKS AND DELIVERABLES

The Subrecipient will adhere to the deliverables identified in Goal 2 of Exhibit B - Implementation and Measurement Plan (IMP) to fulfill the tasks described below:

TASK 1.0 INDIVIDUAL COUNSELING - \$6,000

Provide 5 hours of individual counseling to each participant. Facilitators from 2nd Call to educate on anti-bias, anger management, and violence intervention. 24-40 hours of individual anti-bias, anger management, and violence intervention training. 48 individual sessions for the program 12 per quarter

TASK 2. 0 GROUP THERAPY - \$4,000

Provide 20 hours of group therapy over the course of eight quarters for each participant. Facilitators from 2nd Call will employ appropriate educational program and methodology. Therapy will include 24-40 hours of group anti-bias, anger management, and violence intervention training. 40 group sessions for 10 per quarter.

TASK 3.0 PEER COACHING - \$7,200

Act as a peer coach to each participant. Supports the participants by providing nonclinical advise and fielding calls from participants and listening to their questions and concerns.

TASK 4.0 QUARTERLY REPORTING \$2,800

Facilitators from 2nd Call will submit report to the court supervising probation, defense counsel, and LADA. 4 progress reports objectively describing program success. Progress reports will be submitted after 10 individual anti-bias education sessions. There will be five reports, one for Q4-Q8.

TASKS #	DELIVERABLES	DUE DATE
1.0	INDIVIDUAL COUNSELLING	January 11, 2023 - Term
2.0	GROUP THERAPY	January 11, 2023 - Term
3.0	PEER COACHING	January 11, 2023 - Term
4.0	QUARTERLY REPORTING	April 30, 2023 - Term

Total maximum Contract cost is **not to exceed \$20,000** as per for all tasks and deliverables described in this Exhibit.

Expenses:

Contractor's expenses of printing, telephone, travel, parking is included in the Contractor's hourly and fixed rates. The contractor shall not bill any additional expenses to the County.

*Changes within line items and/or categories require written authorization from the LADA Project Manager. Written authorization may be defined to include an email or fax. A contract amendment is not necessary for changes within line items and/or categories, not to exceed the maximum Contract amount.

CP3 Implementation & Measurement Plan

You should modify the Implementation & Measurement Plan (IMP) template to match the number of goals your specific project requires. For *each* goal in the IMP, create an Implementation Plan table *and* a Measurement Plan table. Please use the definitions provided in the IMP guidance document when crafting your plan. Draft, in the box below, the overarching goal statement for the project. Following completion of the IMP, each grantee is expected to complete the Risk Assessment & Mitigation Plan in Appendix A. Please note that select grantees will undergo an independent outcome evaluation that will specifically seek to determine the impact of a program and whether it was able to achieve its stated goals and objectives as measured against its stated performance measures/indicators. It is therefore critical that this plan is completed as comprehensively as possible to enable this type of evaluation to be possible.

In the Implementation Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Implementation Plan" and fill in your project plan within the blank Implementation Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each activity in a separate row; add as many rows as needed.
- Arrange activity rows chronologically by the start date of the activity.
- The plan should span both years of performance under this grant program.

In the Measurement Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Measurement Plan" and fill in your project plan within the blank Measurement Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each performance measure in a separate row. Every key activity in your implementation plan table such as trainings, workshops, or case management activities should have at least one corresponding performance measure and target within the measurement table
- Map each performance measure to the relevant activity by including the numerical code of the activity to which it applies, e.g., 1.1.1, 1.1.2, etc.
- Include performance measures and targets that will measure the results of the relevant activity in line with that activity's corresponding goal and objective. It is not necessary to have more than one performance measure and corresponding target for an individual activity if one is sufficient to measure the successful implementation of that activity.
- Identify and/or design data collection methods to be used to obtain the data that will be reported on quarterly.
- Ensure attention to collection of data that can be broken down by sex and age of project participants or beneficiaries.
- The information in the "Performance Measures" column of the Measurement Plan should align with the information in the "Anticipated Outputs" column of your Implementation Plan

NOTE: Data collection methods should be specific and timebound. Any expenses incurred from the collection of data must come from the grant already awarded. No additional funds will be made available by DHS for this purpose.

Organization Name	ation Name Los Angeles County District Attorney's Office, Hate Crimes Unit			
Project Title	Reconciliation Education and Counseling Crimes of Hate ("REACCH")2			
Grant Number	DHS-21-TTP-132-00-01			
Grant Implementation Period	10/01/2021 - 09/30/2023			
	Project Goal Statement			
[Please state the goal of the proje	[Please state the goal of the project as identified in your program design. This goal should include language from the individual goals located within this IMP.]			
Reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen that addresses maladaptive behavior in general and bias animus in particular. The former will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The latter will consist of programs which target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.				

Target Population

[Please include an estimated size and demographic breakdown of expected and/or served program beneficiaries. Please be specific and include a brief description of why this particular target population has been selected.]

The pilot phase of the program will begin with four to six participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group. This is a necessary factor because the goal of this project is to prevent recidivism. Consequently, if there are no additional future crimes committed by the program participant following the successful completion of the program, it will represent an empirical metric that the program has been effective. It is also important to protect the victim community during the course of victim reconciliation and during community service with the victim group.

LADA prosecutes close to 90 hate crimes annually. It is anticipated that the target population will grow significantly as the program matures and funding and capacity improves.

Goal 1: *Reduce recidivism and reintegrate hate crime offenders into the community through a multidisciplinary team of psychologists focused on raising awareness of the roots of bias animus and developing cognitive behavioral tools to address the triggers for targeted violence.* Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling. Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias animus and the triggers for targeted violence objectively and subjectively.

Goal 1 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling.	Activity 1.1.1 Conduct individual counseling sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	 6-10 hours of individual therapy per client per quarter 24-40 hours of individual therapy sessions conducted by the grant's conclusion for each client; Total of 96-160 hours of individual therapy delivered (all clients total) 4-6 felony conviction program participants; 2-8 misdemeanor conviction program participants, pending result of Year 1 review that will determine if there are additional funds to be allocated for additional

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
				clients
	Activity 1.1.2 Conduct group therapy sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the group therapy sessions conducted thus far for the felony conviction cases to determine if 80 hours of group therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	12-20 hours per quarter, Q4-Q8.	48-80 hours of group therapy sessions conducted to 4 program participants total of 192-320 hours.
Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias	Activity 1.2.1 Psychologists from Gateways Hospital to generate a progress report objectively detailing clinical program success based upon participant's involvement in individual counseling and group therapy sessions.	Psychologists from Gateways Hospital to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4- Q8.	4 progress reports per participant, objectively describing participant success.
animus and the triggers for targeted violence objectively and subjectively.	Activity 1.2.2 Participant to generate iterative progress reports subjectively describing the impact of the program	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	<i>1 report per quarter, Q4-Q8.</i>	4 progress reports per each participant, subjectively describing impact of program
	Activity 1.2.3 Program participants complete survey on satisfaction with services by Gateway's psychologists.	Satisfaction survey.	Q8	50% of participants are "satisfied" or better.

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	Activity 1.2.3 Survey program participants before and after each quarter (10 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q4-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving clinical therapy.

Goal 1 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.1	Measure: Number of individual counseling sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	 Target: 48-80 sessions per program participant equating to 48-80 hours of individual counseling per program participant (6-10 per quarter); 4 participants reached (1 per session). Final number of sessions per program participant to be determined at 1 year mark, at which point LADA will determine if 80 individual counseling sessions is in fact the appropriate number of sessions or if this number can be reduced, allowing for additional clients to be reached with unallocated funds 	% bias reduction of clients to be measured by standardized pre/post surveys to be conducted quarterly by both 2 nd Call and Gateways

Attachment 1

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.2	<u>Measure</u> : Number of group therapy sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	<u>Target</u> : 48-80 group therapy sessions per program participant (6-10 per quarter); 4 participants reached (4 per session).	
1.2.1	Measure 1: Number of individual counseling sessions held and number of hours per sessionMeasure 2: Number of individuals who complete individual counseling sessions	Progress reports generated by Gateways Hospital psychologists after 20 individual counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.
	 Target 1: 48-80 sessions per program participant equating to 50- 80 hours per program participant (10 per quarter); 4 participants reached (1 per session). Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced 	
	 <u>Target 2: *4-6 individuals who have committed hate crimes; 2-8 individuals who have committed hate misdemeanor</u> <u>Final number of misdemeanor program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine how many hours of counseling are appropriate and thus how much funding remains to take on additional cases</u> 	
1.2.2	Measure: Number of qualitative progress reports generated by each program participant and number of sessions attended <u>Target</u> : 4 progress reports per program participant by participant (1 submitted per quarter).	Progress reports generated by program participants after 120 group counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.2.3	 <u>Measure</u>: Percentage increase among program participants in their awareness of the roots of their bias animus and triggers for targeted violence. <u>Target</u>: <u>10-15% average aggregate awareness increase of participants quarterly</u> <u>40-60% average aggregate awareness increase of participants by end of program (comparison of initial pretest and final post-test)</u> 	Surveys conducted before and after each quarter (20 individual sessions + 20 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 2: Reduce recidivism and reintegrate hate crime offenders into the community through anti-bias education by professional facilitators trained to enter into a reciprocal dialogue by sharing relevant personal experiences directed at developing the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies to prevent future transgressions.

Objective 2.1: Facilitate anti-bias education and develop the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.

Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and strategies to minimize future transgressions objectively and subjectively.

Goal 2 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 2.1: Facilitate anti-bias education and develop skills necessary to recognize the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.	Activity 2.1.1 Conduct individual anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Facilitators from 2nd Call to educate on anti-bias, anger management, and violence intervention; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of individual anti-bias, anger management, and violence intervention training.
	Activity 2.1.2 Conduct group anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is	Facilitators from 2nd Call to employ appropriate educational program and methodology; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of group anti- bias, anger management, and violence intervention training.

Attachment 1

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors			
Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and	Activity 2.2.1 Facilitators from 2nd Call to generate a progress report objectively detailing clinical program success.	Facilitators from 2nd Call to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports objectively describing program success.
strategies to minimize future transgressions objectively and subjectively.	Activity 2.2.2 Participant to generate a progress report subjectively describing personal program success.	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports subjectively describing program success.
	Activity 2.2.3 Survey program participants before and after each quarter (20 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q1-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving education and training by 2nd Call.

Goal 2 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.1.1	Measure: Number of individual anti-bias education sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Target</u>: 40 sessions per program participant (10 per quarter); 4 participants reached (1 per session). <u>Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 40 sessions is in fact the appropriate number of sessions or if this number can be reduced</u> 	
2.1.2	<u>Measure</u> : Number of group anti-bias education sessions held and number of participants attending. <u>Target</u> : 40 sessions per program participant (10 per quarter); 4 participants reached (4 per session).	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Final number of sessions per program participant to be</u> determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced 	
2.2.1	Measure: Number of progress reports generated and number of sessions attended. <u>Target</u> : 4 progress reports per program participant by facilitators (1 submitted per quarter).	Progress reports generated by 2nd Call facilitators after 10 individual anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.
2.2.2	<u>Measure</u> : Number of progress reports generated and number of sessions attended.	Progress reports generated by program participants after 10 group anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.
	<u>Target</u> : 4 progress reports per program participant by participant (1 submitted per quarter).	

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.2.3	Measure: Percentage increase in knowledge of program participants regarding anti-bias education and the relapse tools and strategies to minimize future transgressions. Target: 10-15% average aggregate awareness increase of participants quarterly	Surveys conducted before and after each quarter (10 individual sessions + 10 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 3: Reduce recidivism and reintegrate hate crime offenders into the community through a partnership with Asian American Education Project focused on creating data measuring participant success through AI keyword identification and developing a digital anti-bias restorative justice curriculum.

Objective 3.1: Create tool to measure participant success through implementing artificial intelligence and keyword identification algorithm provided by digital platform provider (Asian American Education Project).

Objective 3.2: Develop a restorative justice anti-bias curriculum with Asian American Education Project that can be implemented for measuring participant success in reducing recidivism.

Goal 3 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 3.1: Create data measuring participant success through implementing artificial intelligence and keyword	Activity 3.1.1 Upload all subjective participant progress reports into Asian American Education Project program algorithm as they are submitted to analyze program participant success.	Participant progress reports from Gateways Hospital and 2nd Call, Asian American Education Project proprietary system of research analytics, digital platform technicians.	approx. 2-3 reports uploaded per quarter, Q4-Q8.	Quantitative data metrics that can be used to track each participant's engagement throughout the one year term of the pilot phase.
identification algorithm provided by digital platform provider (Asian American Education Project).	Activity 3.1.2 Generate report of resulting quantified data evaluating participant success throughout the one year term of the pilot phase.	Asian American Education Project proprietary system of research analytics, digital platform technicians, report.	Approx. 1 by end of program (Q4-Q8).	<i>1 data metric reports objectively describing participant engagement.</i>
Objective 3.2: Develop a digital restorative justice anti- bias curriculum with Asian American Education Project that can be implemented on	Activity 3.2.1: Asian American Education Project to create a comprehensive curriculum package on anti-bias education of targeted group that the bias animus was directed at.	Asian American Education Project staff	By end of Q4	Completion of curriculum
any device to be implemented as it is created.	Activity 3.2.2 Survey program participants before and after implementing digital anti- bias curriculum.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 50% of understanding by participants after digital anti-bias curriculum.

Goal 3 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
3.1.1	<u>Measure</u> : Number of participant progress reports uploaded per quarter and number of sessions attended.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	<u>Target</u> : 8 reports per program participant (2 per quarter); 4 participants tracked.	
3.1.2	Measure : Quantifiable data metric that can be used to measure each participant's engagement and success throughout the two year term of the pilot phase.	Data report generated by Asian American Education Project at the end of program; Q4-Q8, approx. 1 report submitted by end of program.
	<u>Target</u>: 4 measurements (1 per participant); 4 participants evaluated through algorithm.	
3.2.1	Measure : Number of regular partnership meetings attended per quarter and number of attendees.	Documented date, time, venue, number of organization members attendance; Q4-Q8, approx. 2 sessions held per quarter.
	<u>Target</u> : 8 regular meetings (2 per quarter); 6 organization members attended (3 from Asian American Education Project + 3 from LADA).	
3.2.2	Measure: Percentage increase in knowledge of targeted group that the bias animus was directed at.	Questionnaires conducted before and after digital anti-bias education; Q4-Q8, approx. 2 surveys held by end of program.
	Target : 50% average aggregate knowledge increase by participants.	

Goal 4: Reduce recidivism and reintegrate hate crime offenders into the community through victim reconciliation administered through online re-introduction, community service participation, and dialogue with the actual victim or peer victim group in a safe and controlled setting.

Objective 4.1: Empower victim reconciliation safely through re-introduction, community service, and dialogue with the actual victim or peer victim group under the supervision of a District Attorney Investigator.

Objective 4.2: Develop understanding, empathy, and self-awareness sufficient for the offender to accept responsibility for the hate crime objectively and subjectively.

Goal 4 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 4.1: Empower victim reconciliation safely through online re-	Activity 4.1.1 Acknowledge responsibility through a letter of apology to the victim.	<i>Letter writing materials, secure venue with appropriate DAI safety protocols in place.</i>	approx. 1 by end of program (Q4-Q8).	<i>1 letter of apology to the victim or peer victim group.</i>
introduction, community service participation, and dialogue with the actual victim or peer	Activity 4.1.2 First introduction of the offender to the victim through online conversations.	Online communication materials, secure venue with appropriate DAI safety protocols in place.	approx. 1-3 by end of program (Q4-Q8).	1-3 hours of online introduction of offender to the victim.
victim group under the supervision of a District Attorney Investigator.	Activity 4.1.3 If victim is willing, secure in-person dialogues with the victim, including the completion of 10 hours of community service participation with the peer victim group.	Community-based peer victim group organization, materials for community service participation, secure venue with appropriate DAI safety protocols in place.	10 hours per quarter, Q4-Q8.	10 hours of victim reconciliation.
Objective 4.2: Develop understanding, empathy, and self- awareness sufficient	Activity 4.2.1 DAI to generate a progress report detailing objectively program protocol success.	DAI to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	<i>4 progress reports objectively describing protocol success.</i>
for the offender to accept responsibility for the hate crime objectively and subjectively.	Activity 4.2.2 Survey program participants before and after the victim reconciliation module.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 40-60% of acceptance by participants after receiving anti-bias education.

Goal 4 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
4.1.1	<u>Measure</u> : Number of letters of apology and number of participants that wrote and sent letters.	Documented date, time, venue, number of letters of apology written by program participants; Q4-Q8, minimum of 1 letter written by end of program.
	<u>Target</u> : 4 letters (1 per participant); 4 individual victims or peer victim groups reached.	
4.1.2	<u>Measure</u> : Number of online conversations and number of participants that attended.	Documented date, time, venue, number of online conversations; Q4-Q8, minimum of 1 online introduction by end of program.
	<u>Target</u> : 4 online introductions (1 per participant); 4 individual victims and/or peer victim groups reached.	
4.1.3	<u>Measure</u> : Number of community service participation hours and number of participants that attended.	Documented date, time, venue, number of hours of community service participation; Q4-Q8, minimum of 10 hours of community service participation completed by end of program.
	<u>Target</u> : 10 hours of community service participation (10 per participant); 4 individual victims and/or peer victim groups reached.	
4.2.1	<u>Measure</u> : Number of safety protocol reports generated and number of sessions attended by DAI.	Protocol reports generated by DAI at the end of program; Q4- Q8, approx. 1 report submitted by end of program.
	<u>Target</u> : 1 safety protocol report (1 submitted at end of program).	
4.2.2	<u>Measure</u> : Percentage increase in acceptance of program participants regarding change in attitude toward the group that was targeted for violence.	Surveys conducted before and after the victim reconciliation module (online introduction, dialogue, and/or community service participation); Q4-Q8, approx. 2 surveys held by end of program.
	<u>Target</u>: 40-60% average aggregate acceptance increase by <i>participants.</i>	

APPENDIX A: RISK MANAGEMENT PLAN

The following risk assessment chart is designed to assist in the identification of potential occurrences that would impact achieving project objectives, primarily those originating externally and that are outside of the organization's control. Risks could include, but are not limited to: economic, social, or political changes; changes to planned partnerships; legal or compliance changes; or other risks unique to this project. Use the chart below to identify these risks; add additional rows if necessary.

Risk Identified	Risk Analysis (brief assessment of the impact the identified risk could/would have on the project)	Risk Management Plan (plan to minimize the impact that the risk presents to the project and adjustments to be made if the risk transpires)
COVID-19 variants could cause in-person trainings to be unsafe and not possible.	In-person training is the preferred modality as it is more engaging than virtual alternatives. A virtual training could result in decreased enthusiasm for registration and decreased engagement of attendees.	Program will conduct trainings virtually if in-person trainings are not possible. Trainers will be trained on online engagement strategies in order to better keep audience engaged within online modality.
Gateways Hospital providers become unavailable due to catastrophic event, such as bankruptcy.	Change providers to another mental health treatment provider.	Good communication with Gateways Hospital during the program.
2nd Call becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another community-based organization.	Good communication with 2nd Call during the program.
Asian American Education Project becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another digital platform provider.	Good communication with Asian American Education Project during the program.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. <u>Assurances. Administrative Requirements. Cost Principles. Representations and</u> <u>Certifications</u>

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

May 16, 2022

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C._§ 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <u>"Buy America" Preference in FEMA Financial Assistance Programs for</u> Infrastructure | FEMA.gov.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)

Fiscal Year 2021 Targeted Violence and Terrorism Prevention (TVTP) Grant Program

<u>NOTE:</u> If you are going to apply for this funding opportunity and have <u>not</u> obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, <u>are not</u> currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at:

http://www.grants.gov/web/grants/register.html Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply through Grants.gov." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. <u>Program Description</u>

1. Issued By

U.S. Department of Homeland Security (DHS), Office for Targeted Violence and Terrorism Prevention (OTVTP)/Federal Emergency Management Agency (FEMA)

- 2. Assistance Listings Number 97.132
- **3.** Assistance Listings Title Financial Assistance for Targeted Violence and Terrorism Prevention
- **4. Funding Opportunity Title** Fiscal Year 2021 Targeted Violence and Terrorism Prevention Grant Program
- 5. Funding Opportunity Number DHS-21-TTP-132-00-01
- 6. Authorizing Authority for Program Homeland Security Act of 2002, as amended (Pub. L. No 107-296) and Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 7. Appropriation Authority for Program Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 8. Announcement Type Initial
- 9. Program Category Prevention

10. Program Overview, Objectives, and Priorities

a. Overview

From its founding, one of the primary missions of the Department of Homeland Security has been to "prevent terrorist attacks within the United States." In the wake of the 9/11 attacks, DHS used this mandate to develop nationwide capabilities that help to detect and disrupt terrorist plots directed from overseas. Examples of these capabilities included stopping terrorist travel with enhanced law enforcement and intelligence capabilities and ensuring that state, local, tribal, and territorial (SLTT) governments were integrated in this mission as part of a holistic approach to preparedness. In the last decade, the terrorist threat has evolved. Domestic terrorists have caused more deaths in the United States in recent years than have terrorists connected to foreign terrorist organizations (FTOs). Domestic terrorist attacks and hate crimes sometimes overlap, as perpetrators of prominent domestic terrorist attacks have selected their targets based on factors such as: race, ethnicity, national origin, religion, sexual orientation, gender, and gender identity.

In assessing the terrorist threat, the DHS 2020 Homeland Threat Assessment finds that domestic violent extremists, to include violent white supremacists, are "the most persistent and lethal threat in the Homeland." Since 2018, violent white supremacist extremists have conducted more lethal attacks in the United States than any other violent extremist movement. While lone offenders, as opposed to cells or organizations, are the most common perpetrators, lone offenders are also most often part of a broader movement and will sometimes engage in outreach with like-minded individuals abroad in order to expand their violent extremist networks. Violent white supremacist extremists' outlook can generally be characterized by hatred for immigrants and ethnic minorities, often combining these prejudices with virulent anti-Semitism, anti-Muslim, and anti-LGBTQ+ views. Additionally, FTOs such as Al-Qa'eda and ISIS continue to leverage digital communication platforms to inspire domestically-based individuals to commit terrorist attacks with little to no training and preparation. Furthermore, we have seen individuals commit or plan mass casualty attacks with no clear nexus to a violent ideology, devastating hometowns across America. The latest research continues to show that the risk factors for individuals being radicalized to violence are similar across the ideological spectrum, and that other acts of targeted violence also share many of those risk factors.

The Fiscal Year 2021 (FY21) Targeted Violence and Terrorism Prevention (TVTP) Grant Program is a critical support for the development of local prevention frameworks that address priority areas and diverse threats. These frameworks are called for by the Department's Strategic Framework and align with the Department's goal to "Counter Terrorism and Homeland Security Threats," as described in the DHS Strategic Plan for Fiscal Years 2020-2024. It builds off the <u>lessons learned and promising practices</u> from the department's past and ongoing activities and seeks to make awards to projects that will build local capacity to prevent targeted violence and all forms of terrorism.

b. Objectives

The FY21 TVTP Grant Program seeks to provide funding to implement local prevention frameworks and explore innovative approaches to preventing targeted violence and terrorism. Applications are being sought in three application tracks: Promising Practices-Single Project, Promising Practices-Multiple Projects, and Innovation. Each track, as explained in Appendix A, supports the development of local prevention frameworks in accordance with the 2019 DHS Strategic Framework. Local prevention frameworks and the approaches sought in the Innovation track support terrorism prevention objectives in the March 2021 Interim National Security Strategic Guidance, to align resources to evolving threats.

The objectives of the TVTP Grant Program align with the objectives of developing local prevention frameworks (see Appendix A for additional details):

- Raising awareness of radicalization to violence,
- Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increased communications addressing radicalization to violence,

- Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understanding the role of threat assessment and management teams,
- Ensuing members of the local community have access to multi-disciplinary threat assessment and management teams, and
- Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

The TVTP Grant Program seeks to provide funding to applications that align with these objectives and that protect privacy, civil rights, and civil liberties. Please see Appendix D for research, logic model, performance measurement, and other resources that can be referenced to design project proposals.

c. Priorities

The FY21 TVTP Grant Program has the following priorities:

- Preventing Domestic Violent Extremism
- Enhancing Local Threat Assessment and Management Capabilities
- Implementing Innovative Solutions for Preventing Targeted Violence and Terrorism
- Challenging Online Violence Mobilization Narratives

11. Performance Measures

Performance measures and metrics are identified in subparagraph (b) for each project type in Appendix B.

B. Federal Award Information

1. Available Funding for the NOFO:

See Appendix B for target award amounts for each project type. These amounts are not a minimum or maximum award, but if the applicant requests an amount that significantly deviates from the target award amount for the applicable track or project type, DHS will require the applicant to include a detailed justification.

2. Period of Performance:

Extensions to the Period of Performance are allowed; please see Section H. Additional Information, Period of Performance Extensions.

FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

3.	Projected Period of Performance Start Date(s):	10/01/2021
4.	Projected Period of Performance End Date(s):	09/30/2023
5.	Funding Instrument Type:	Grant

24 months

\$20,000,000.00

C. Eligibility Information

1. Eligible Applicants

- a. Local governments as defined by 2 C.F.R. § 200.1
- b. Federally recognized Indian tribes as defined by 2 C.F.R. § 200.1
- c. Nonprofits with 501(c)(3) IRS status
- d. Institutions of higher education as defined by 2 C.F.R. § 200.1
- e. State governments as defined by 2 C.F.R. § 200.1.

2. Applicant Eligibility Criteria

Applicants must demonstrate that they have sufficient authority and capacity to implement a project outlined in Appendix B, including the capability to engage the participants they propose to include in their projects.

All applicants must include the required elements for all applications (See Appendix C, "Contents and Format of Application"), as well as specific requirements of the projects they are proposing, including performance measures, for each project type (See Appendix B). Failure to provide a complete application or significant deviation from the requirements can cause an application to be ineligible and not reviewed or scored.

3. Other Eligibility Criteria

Privacy, Civil Rights, and Civil Liberties: Proposed projects shall not infringe on individual privacy, civil rights, and civil liberties. Applications shall describe any potential impacts to privacy, civil rights, and civil liberties and ways in which applicants will prevent or mitigate those impacts and administer their projects in a nondiscriminatory manner. Applications that describe programs projects or activities that do not appropriately protect privacy, civil rights, or civil liberties will be deemed ineligible for funding.

4. Cost Share or Match

A Cost Share or Cost Match is not required.

D. Application and Submission Information

- 1. Key Dates and Times
- a. Application Start Date:
 03/24/2021

 b. Application Submission Deadline:
 05/25/2021 5:00:00 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

DHS/FEMA will not review applications that are received after the deadline or consider these late applications for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for DHS/FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or <u>NDGrants@fema.dhs.gov</u>. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

08/31/2021

d. Anticipated Award Date:

No later than 09/30/2021

e. Other Key Dates

Event	Suggested Deadline for Completion	
Obtaining DUNS Number	Four weeks before actual submission deadline	
Obtaining a valid EIN	Four weeks before actual submission deadline	
Updating SAM registration	Four weeks before actual submission deadline	
Creating a profile and organization in ND Grants	Four weeks before actual submission deadline	
Starting application in Grants.gov	Four weeks before actual submission deadline	
Completing Application in ND Grants	One week before actual submission deadline	
Submitting the Final Application in ND Grants	By the submission deadline	

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Hard copies of the NOFO can be downloaded at <u>Grants.gov</u> or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with <u>login.gov;</u>
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. Submit the final application in ND Grants, including electronically signing applicable forms; and
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting <u>askcsid@fema.dhs.gov</u> and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Organizations must also have a Grants.gov account to apply for an award under this program. Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines. Complete organization instructions can be found on Grants.gov here: https://www.grants.gov/web/grants/applicants/organization-registration.html.

If individual applicants are eligible to apply for this grant funding opportunity, refer to: <u>https://www.grants.gov/web/grants/applicants/registration.html</u>.

b. Obtain a DUNS Number:

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html</u>

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit <u>https://gsa.gov/entityid</u>.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <u>https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online</u>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: <u>https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3</u>.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <u>https://www.sam.gov/SAM/pages/public/loginFAQ.jsf</u>.

e. *Register with SAM:*

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html</u>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <u>https://www.fsd.gov/fsd-gov/home.do</u> or call toll free (866) 606-8220.

f. Create a Grants.gov Account:

The next step in the registration process is to create an account with Grants.gov. Applicants must know their organization's DUNS number to complete this process.

For more information, follow the on-screen instructions or refer to: https://www.grants.gov/web/grants/applicants/registration.html.

See also Section D.8 in this NOFO, "Submitting the Final Application in ND Grants," for instructions on how to register early in ND Grants.

i. Add a Profile to a Grants.gov Account:

A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/add-profile.html</u>.

j. EBiz POC Authorized Profile Roles:

After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the Authorized Organization Representative (AOR) role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html</u>.

k. Track Role Status:

To track your role request, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/track-role-status.html</u>.

I. Electronic Signature:

When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to: <u>https://www.grants.gov/web/grants/applicants/workspace-overview.html</u>

a. Create a Workspace:

Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

b. Complete a Workspace:

Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

c. Adobe Reader:

If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: <u>https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html</u>

d. Mandatory Fields in Forms:

In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

e. Complete SF-424 Fields First:

The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

f. Submit a Workspace:

An application may be submitted through workspace by clicking the "Sign and Submit" button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package <u>at least 24-48 hours prior to the close date</u> to provide you with time to correct any potential technical issues that may disrupt the application submission.

g. Track a Workspace:

After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking

number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

h. Additional Training and Applicant Support:

For additional training resources, including video tutorials, refer to: <u>https://www.grants.gov/web/grants/applicants/applicant-training.html</u>

Grants.gov provides applicants 24/7 (except federal holidays) support via the toll-free number (800) 518-4726, email at support@grants.gov and the website at https://www.grants.gov/support.html. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact <u>ndgrants@fema.dhs.gov</u> or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the <u>SF-424 family on Grants.gov</u>. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXX) from Grants.gov with the successful transmission of its initial application. This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <u>https://www.grants.gov/web/grants/forms/sf-424-family.html</u>.

I. GRANTS.GOV

- SF-424, Application for Federal Assistance, initial application submitted through Grants.gov
- Grants.gov Lobbying Form, Certification Regarding Lobbying, submitted through Grants.gov

II. ND GRANTS

- SF-424A, Budget Information (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424C, Budget Information (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424D, Standard Assurances (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities, submitted via the forms generated by ND Grants
- Indirect Cost Agreement or Proposal, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.12 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal

might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Application Forms and Information

- Project Narrative, submitted as a single attachment in ND Grants. The Project Narrative has the following components:
 - Cover Page
 - o Body
 - Appendices

See Appendix C for detailed instructions on completing the Project Narrative.

• See also Appendix E for a budget worksheet example.

11. Other Submission Requirements

For additional information and formatting instructions see Appendices C and E.

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. **DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs are NOT Allowed

c. Management and Administration (M&A) Costs

M&A costs are allowable by the recipient up to 5% of the award. M&A activities are those defined as directly relating to the management and administration of TVTP funds. M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes; and responding to official informational requests from state and federal oversight authorities.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the DHS Program Analyst and FEMA Grants Management or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. Other Direct Costs

Planning, training, organization, exercises, and domestic travel are allowed under this program.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

DHS will review applications submitted in three application tracks, based on project type. Applications will be scored on the following merit criteria and will be assigned points up to the maximum number of points listed for the below criteria for a total maximum score of 100 points. Please Refer to Appendix C for a detailed description of the required elements associated with the below scoring criteria.

Needs Assessment

15 Points

Applicants will conduct a needs assessment as described in Appendix C. Applicants must describe the current local prevention framework or activities in the relevant localities that may become part of a local prevention framework as a result of the applicants' proposed project. Applicants should also demonstrate how the proposed project(s) move their locality/target population from the current state to their goal state. In order to receive the maximum number of points applicants will outline activities from a broad range of stakeholders in their planned area of performance in determining their needs and currently available resources.

Applicants must outline:

- The target population for services (the group of individuals that are expected to use the proposed program) and the estimated number of people in that target population 10 points
- An inventory of other programs that currently serve the target population 5 points

Program Design and Implementation and Measurement Plan 45 points

The program design is a critical part of the application that demonstrates the degree to which applicants understand how their proposed work will have an impact in preventing targeted violence and terrorism. The Implementation and Measurement Plan is the applicant's opportunity to demonstrate the details of their program design as well as capacity of program design, program management, and understanding of performance measurement and reporting. Each application will be scored on the quality of their Implementation and Measurement Plan in accordance with the DHS Template. To receive the maximum number of points, applicants should complete the template in a logical way that, when used in reporting progress to DHS, conveys the most meaningful aspects of their programs. To receive the maximum number of points:

- Applications will include all of the elements of the Program Design, as described in Appendix C, including a problem statement, program goals and objectives, and a logic model/theory of change. 10 Points
- Demonstrate a clear connection between their problem statement, program goals/objectives, logic model and theory of change such that it conveys a program that has the best chance of achieving the intended results. 10 Points
- Demonstrate capacity to execute the program as designed and a clear understanding of performance measurement 5 points.

Clearly outline their project goal state and target population as described in their needs assessment. -5 points

Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes. (5 points)

• Appropriately craft performance measures that define what constitutes the success of each activity as well as a corresponding data collection method and timeframe based on required performance measures by project as identified in Appendix B. – 10 points

• As outlined in Federal Award Administration Part 2. Administrative and National Policy Requirements, Protection of Human Subjects in Research and Appendix B, certain project types and their respective required performance measurements will meet the federal definition for research and human subject research and therefore require an IRB determination from an IRB and DHS. Such applicants should incorporate this determination process into their IMP and submit a DHS determination request form with their application.

Organization and Key Personnel

Applicants are required to describe their organization and the key personnel that will work on the project. To receive the maximum number of points, applicants will provide:

- Details that indicate how the organization is poised to deliver the intended outcomes of their projects though past successes in prevention or related work and how the key personnel have sufficient subject matter expertise to accomplish the project.
- Projects utilizing partners to carryout significant portions of the project should include a detailed description the partner's experience and capability as well as a letter of support or similar documentation in order to be highly scored in this category.

Sustainability

Applicants are required to describe how the activities and capabilities in their proposed project will be sustained following the end of the period of performance. To receive the maximum number of points applicants will outline:

- A feasible plan to sustain all the capabilities developed by their project permanently without Federal funding. 10 Points
- How the proposed project fits into the larger mission of the organization and therefore the likelihood it will be maintained beyond the period of performance. 5 Points
- Applicants who have previously received an award under Assistance Listing 97.132 (CVE and TVTP Grant Programs) will be required to describe how their proposed project complements their past award and why the additional funding is necessary for building a local prevention framework in their community.

Budget Detail and Narrative

The budget detail will be evaluated to determine if the proposed costs are reasonable and well supported by the budget narrative. In order to receive the maximum number of points applicants will propose an efficient, realistic budget, and if applicant deviates significantly from the target award funds associated with each project, the narrative will include a reasonable justification for the deviation.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or

15 Points

15 Points

10 Points

financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

d. Security Review

Using a risk-based approach, DHS will conduct a security review of nonprofit applicants, excluding institutions of higher education, with scores in the top tier of applications to ensure that funds will be used for their intended purpose and that recipients are not known to engage in activities that raise security concerns or are otherwise contrary to the purpose of the program. DHS will use certain Personally Identifiable Information (PII) submitted by applicants as part of the application process in ND Grants and Grants.gov to query national security databases.

Additionally, if derogatory information is found through these queries, DHS may conduct additional searches using publicly available information to identify controlling individuals of the organization, including key employees and board members of the organization not otherwise identified in the grant application or materials accompanying submissions. DHS will review potentially derogatory information as well as any mitigating information in determining if any security risk exists. DHS grant awards are inherently discretionary, and DHS will not make awards in cases when there is a credible security risk. Other than not being considered for an award, no adverse action will be taken against an applicant if they are disqualified for receiving an award under this opportunity because of the security review. **By submitting an application under this funding opportunity, applicants consent to undergoing this security review.** DHS has published a <u>Privacy Impact Assessment</u> (PIA) describing this process in more detail. Prospective applicants should review that document.

2. Review and Selection Process

OTVTP will review applications submitted by the deadline against the eligibility criteria in Section C. Each application deemed eligible will be reviewed and scored by two subject matter experts (SMEs) with expertise in terrorism, targeted violence, prevention, or related subjects. The SMEs scoring each application will confer to come to a consensus score with notes for each application.

OTVTP will convene a panel of SMEs drawn from OTVTP and/or other DHS or interagency Federal partners to review the top scoring applications. The panel will review applications by application track and project type identified in Appendix B. If, in the opinion of the panel, there are not sufficient quality applications in a given project type, no awards will be made in that project type. The panel will develop a recommendation on which projects, or portion of projects, to award based on the quality of the application (i.e., its scores) and some or all of the following additional factors:

- Meeting the priorities and objectives identified in Section A and Appendix A;
- achieving diversity in project type while avoiding duplication of effort;
- achieving geographic diversity (to include regions as well as type (e.g., urban, suburban, rural));
- achieving diversity in eligible applicant type; and
- maximizing the use of funds.

The panel's recommendations shall provide a listing of projects for award that will account for the entire amount of funds available under this opportunity and a reserve list of awards totaling approximately 20% of the total available funding. The reserve list will be used to replace applications removed from consideration due to negative findings in the financial integrity reviews described in paragraphs 1.b. and c. of this section, the security review described in paragraph 1.d. of this section, or if a selected application fails to accept an award within the time period indicated in Section F.

The Director of OTVTP in coordination with the FEMA Assistant Administrator, Grant Programs Directorate will provide the recommendations of the panel to the DHS Under Secretary for Strategy, Policy, and Plans for final award determination. The Under Secretary may review additional information pursuant to the security review and may also consider other factors in making their final award determination.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all** conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u> along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: <u>DHS Standard</u> <u>Terms and Conditions</u>.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the <u>National Preparedness Goal</u>, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving <u>federal financial assistance</u> from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the <u>DHS Standard Terms</u> and <u>Conditions</u>. Additional information on civil rights provisions is available at <u>https://www.fema.gov/about/offices/equal-rights</u>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the <u>FEMA.gov EHP page</u>, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

d. Privacy of Project Participants

DHS takes seriously its responsibility to protect the privacy of individuals in all of its activities. In addition to abiding by the "Best Practices for Use and Collection of Personally Identifiable Information (PII)" included in the DHS Standard Terms and Conditions, recipients of a grant under this program shall limit the collection of PII to only the information necessary to implement their project. Recipients shall not transmit PII of program participants to DHS. In the collection of information for the purposes of measuring performance, program evaluation, and meeting DHS reporting requirements, data should be aggregated or anonymized prior to transmittal.

e. Protection of Human Subjects in Research

Successful applicants must meet all DHS and U.S. Department of Health and Human Services (HHS) requirements regarding research involving human subjects. These

requirements can be found in 45 C.F.R. Part 46, Subparts A-D. Subpart A of 45 C.F.R. Part 46 codifies the Federal Policy for the Protection of Human Subjects (also known as The Common Rule) which represents the basic foundation for the protection of human subjects in most research conducted or support by U.S. Federal departments and agencies. Certain project types, as outlined in Appendix A, require evaluation work that may meet the definition of research and may require the grantee to receive approval from an Institutional Review Board (IRB) prior to collection of information. Any project collecting information from minors MUST have approval from an IRB prior to initiating work with minors. DHS IRB determination guidance and request form are provided with the application requirements. Successful applicants will incorporate an IRB determination review process into their program design where relevant. OTVTP will assess whether or not an IRB determination will be required during the application review process.

f. Implementation and Measurement Plan

Applicants are required to submit an Implementation and Measurement Plan (IMP) as part of their application narrative. Recipients under this program will be required to have their IMP approved by OTVTP prior to beginning performance. Receiving an award under this program does not constitute final approval of their IMP.

g. Evaluation

By accepting award, all recipients agree to participate in an evaluation of this grant and to follow all related protocols established by DHS, which may include analysis of the effects on individuals and providing access to program operating personnel and participants, as specified by the evaluator(s) including after the period of performance.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Recipients must file the FFR electronically using the Payment and Reporting Systems (<u>PARS</u>).

II. FFR Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

1. Report Procedure and Contents

Programmatic performance reports are submitted through ND Grants and emailed to the assigned Program Analyst. The reports shall include:

- Narrative description of activities during the reporting period including
 - o Issues or challenges identified
 - An assessment of whether the project is on track to meet its timeline and outcome goals.
- Information collected in accordance with their approved Implementation and Measurement Plan (IMP) with the progress reporting for the covered reporting period. Each approved IMP will include the required performance measures identified in paragraph b. for each project type in Appendix B.
- Detailed data on project outputs in a format to be prescribed by OTVTP.

2. Programmatic Reporting Frequency

Programmatic reports are due on a quarterly basis (please see above chart indicating reporting periods and due dates). For the programmatic report due for the last quarter before the end of the POP, the recipient must include a qualitative narrative summary detailing all accomplishments of the grant to date; the impact of those accomplishments; and underlying data to support the narrative. OTVTP will review the report for sufficiency and provide any necessary feedback for what needs to be submitted in the final programmatic report after the POP ends, which shall be submitted within **120 days after** the end of the period of performance as described below and per 2 C.F.R. § 200.344(a).

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <u>https://www.gao.gov/yellowbook/overview</u>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <u>http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f</u>.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, OTVTP and FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit OTVTP and FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to OTVTP and FEMA requests for information relating to the award.

Effective monitoring and oversight help OTVTP and FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

OTVTP and FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, OTVTP and FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in

that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The DHS OTVTP is the overall programmatic lead for the TVTP Grant Program; for questions related to project design, and other programmatic required elements of the program please contact the office via email at <u>TerrorismPrevention@hq.dhs.gov</u>

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to <u>FEMA-CivilRightsOffice@fema.dhs.gov</u>.

d. Environmental Planning and Historic Preservation

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with <u>Grants.gov</u>, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at <u>support@grants.gov</u>.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>

c. Payment and Reporting System (PARS)

FEMA uses the <u>Payment and Reporting System (PARS)</u> for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email <u>ask-GMD@fema.dhs.gov</u>.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. § 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Implementation and Measurement Plan and as approved by DHS.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to DHS for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's <u>Guidance on</u> <u>Planning for Integration of Functional Needs Support Services in General Population</u> <u>Shelters</u>.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level passthrough entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when

those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development <u>and</u> execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 - 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of

conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The nonfederal entity must disclose in writing any potential conflicts of interest to FEMA or the passthrough entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <u>https://www.gsa.gov/resources-for/programs-for-State-and-local-governments</u> and <u>https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments</u>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its OTVTP Program Analyst or FEMA Grants Management Specialist.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for <u>at least</u> three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient

does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The record retention period will be extended if the recipient is notified in writing of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate. See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges;

administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. § 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of

prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the <u>Federal Audit</u> <u>Clearinghouse</u> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(b) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(c).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete SF-1199A, Direct Deposit Form.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations

- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

- 1. Involving people in the development of national preparedness documents.
- 2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Disclosure of Application Materials

When submitting your application, Grant Applicant should identify any copyrighted materials, trade secrets, commercial or financial information, with a suitable notice or legend in the submissions set forth herein. Provided you, the Grant Applicant, provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this NOFO, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Grant Applicant agrees to identify any information in such application or communication it considers to be commercial or financial information that the Grant Applicant customarily keeps private or closely-held.

Following the close of the application period, DHS will release a listing of all entities that have applied for a grant pursuant to this NOFO, including the following information: Application Number, Application Track, Project Type, Organization Name, Amount of Funds Requested, City, State, and Organization Type. After final awards are made under this opportunity and awardees have been identified, notified, and publicly released, DHS will release the applications of all awarded grant projects with the exception of Personally Identifiable Information, and information determined to be law enforcement sensitive or proprietary in nature, including financial and commercial information noted above, following consultation with each recipient. DHS plans to withhold unsuccessful applications in full.

If DHS receives a request for any Grant Applicant Data provided to DHS as a result of this NOFO (e.g., Freedom of Information Act), DHS will provide Grant Applicant with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Grant Applicant a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed statement of the reasons for which its disclosure objections are not sustained. DHS will provide Grant Applicant with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure date, in

order that the matter may be considered for possible judicial intervention. DHS will notify Grant Applicant promptly of all instances in which requesters have brought suit seeking to compel disclosure of Grant Applicant Data.

12. Appendices

- A. Goals, Objectives, and Outcomes
- B. Application Tracks and Project Types
- C. Contents and Format of Project Narrative
- D. Research and Resources
- E. Budget Template

Appendix A: Goals, Objectives, and Outcomes

On September 20, 2019, DHS released its <u>Strategic Framework for Countering Terrorism and</u> <u>Targeted Violence</u> (CTTV). The Framework's third goal, "Prevent Terrorism and Targeted Violence," outlines the Department's approach to the prevention of targeted violence and terrorism. This approach is focused on the establishment and expansion of locally-based prevention frameworks. Goal 3 of the CTTV explicitly calls out DHS grant funding as a mechanism to accomplish this goal.

The Department's Office for Targeted Violence and Terrorism Prevention (OTVTP) is tasked with equipping and empowering local efforts that prevent individuals from radicalizing to violence and to intervene with individuals who have (or are) radicalizing to violence. Radicalizing to violence is the process wherein an individual comes to believe that the threat or use of violence is necessary – or justified – to accomplish a goal. OTVTP is focused on ensuring prevention programming is institutionalized at the local level across the country. In engaging the whole of society at the local level, OTVTP seeks to ensure that vulnerable populations are protected. The primary goal of this grant program, therefore, is to establish and enhance locally-based prevention frameworks and programs. In doing so, this grant program directly supports the implementation of Goal 3. The following grant-related objectives, outcomes, and outcome indicators align with the objectives found in Goal 3 of the CTTV.

A local prevention framework is a flexible model that attempts to reach all segments of the local society to ensure a variety of objectives are met. Achieving this framework requires significant and continued stakeholder engagement at the state and local level to build transparent and trusted relations among the whole of society. Such relationships reduce risk, enhance resilience, ensure information sharing, and fulfill requests for service. Building and sustaining these relationships is therefore a core goal of all prevention frameworks.

Each community is unique – with different resources, population compositions, infrastructures, political climates, local needs, and relationship challenges. Local dynamics may impact the reception, support, and success of prevention programs. These local dynamics are key to building a local prevention framework that is supported by residents.

Goal of the TVTP Grant Program: Establish, expand and/or enhance local targeted violence and terrorism prevention frameworks.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like.

- Outcome: Increase societal awareness of targeted violence, terrorism and the process of radicalization to violence.
- Outcome: Increase media literacy and online critical thinking initiatives.
- Outcome: Increase skills in identifying and avoiding narratives related to recruitment and mobilization to violence

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- Outcome: Increase individual resilience to make populations less susceptible to risks of targeted violence and terrorism.
- Outcome: Increase resilience to narratives on recruitment and radicalization to violence.
- Outcome: Increase digital awareness-raising campaigns for conflict resolution and/or reduction of inter-group tensions.
- Outcome: Increase digital awareness-raising campaigns promoting social capital, sense of belonging, and feeling of security.
- Outcome: Increase narratives challenging recruitment/terrorism narratives.
- Outcome: Increase digital awareness-raising campaigns challenging targeted violence and terrorism.

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- Outcome: More jurisdictions/regions adopt comprehensive prevention frameworks to govern their prevention activities.
- Outcome: Increase access to threat assessment and management services.
- Outcome: More communities have programming to enhance resilience to targeted violence and terrorism narratives.
- Outcome: Enhanced social cohesion programs supporting prevention efforts aimed at targeted violence and terrorism, inter alia.

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- Outcome: Increase engagement with individuals online with risk-factors for targeted violence and terrorism.
- Outcome: Enhanced capability to directly resolve risk factors with individuals engaged online.
- Outcome: More effective mechanisms for local citizens to refer and connect individuals with risk factors to online or offline intervention capability.

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

• Outcome: Referring and connecting individuals with risk factors to online or offline intervention capability.

Objective 6: The local community has a variety of programs (e.g, service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

- Subobjective: Communities develop and implement recidivism reduction programming to address individuals convicted of crimes related to terrorism and targeted violence or who become at-risk for terrorism and targeted violence while in correctional facilities.
 - Outcome: State and local correctional facilities establish programs to provide services and resources to inmates and returning citizens with a conviction for a targeted violence or terrorism related offense.
 - Outcome: State and local correctional facilities develop mechanisms to assess risk of targeted violence or terrorism in their populations.
 - Outcome: State and local correctional facilities address drivers of radicalization in their facilities.
 - Outcome: State and local probation and parole authorities establish programs to provide resources with individuals with a conviction for a targeted violence or terrorism related offense or who are at-risk to commit targeted violence or terrorism.

Appendix B: Application Tracks and Project Types

DHS seeks to fund proposals from this announcement to assist in the development of local prevention frameworks through three application tracks:

- 1. **Promising Practices: Multiple Projects.** 1) This track will fund multiple prevention programs to enhance or expand an existing local prevention framework that reaches all segments of their locality, or 2) to establish a new local or regional prevention framework. This is the only track that allows for multiple projects types in a single application. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track. Applicants in this track have already met one or more of the Objectives of a local prevention framework as outlined in Appendix A.
- 2. **Promising Practices: Single Project.** This track will fund specific prevention programs from discrete categories (see below) that have been previously implemented either locally or in other parts of the U.S. as part of a local prevention framework. It is expected that these programs will support either existing or future local prevention frameworks. Applicants in this track are required to 1) identify the practice they are modeling their proposal on, 2) identify and provide any previous assessments or evaluations on the practice, and 3) identify any changes in the project's theory of change from the practice they are implementing. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track.
- 3. **Innovation:** This track is for projects that approach the broader goal of targeted violence and terrorism prevention in new or untested ways. This can include 1) a different theory of change for a "Promising Practices" project or 2) a new theory of change that has not been previously implemented. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track.

All applicants seeking funds under this announcement should indicate clearly which one (1) track/project type they are applying to and adhere to the requirements and other guidance provided in each track/project description.

Each project contains a target funding level; this is neither a maximum nor a minimum.

Applicants are encouraged to build a budget that best reflects the lowest cost to accomplish their project, considering among other things the size of their proposed audience, local cost of living, prevailing wages, or costs of procuring necessary services. The needs assessment described in Appendix C should identify if there are resources in other programs that can be leveraged to lower the cost to the federal award. While all projects should contain a clear estimation of the size of their audience and other factors impacting their budgets, proposed projects that request an award amount that deviates more than 50% from the target award amount listed must include a clear justification for the deviation in the budget narrative submitted with their application.

All projects require the recipient to gather and report to DHS on specific program monitoring measures, or in some cases, identify performance measures that align with the goal, objectives, and outcomes in Appendix A. Upon award, DHS will provide additional guidance to grantees clarifying expectations around program monitoring measures and grantees, by virtue of applying, agree to meet DHS' expectations for data collection. Applicants should refer to Section F "Privacy of Project Participants" and "Protection of Human Subjects in Research" when designing their data collection methods; adherence to these provisions helps ensure that project participants are properly protected in accordance with federal laws and regulations and any applicable state, tribal, or local laws.

Promising Practices-Multiple Projects Track

Project Type Description: DHS seeks applicants to propose the formation of an integrated local prevention framework. Such a framework should provide a comprehensive approach to:

- 1. Raising awareness of radicalization to violence,
- 2. Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- 3. Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence,
- 4. Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understand the role of threat assessment and management teams,
- 5. Ensuring members of the local community have access to multi-disciplinary threat assessment and management teams, and
- 6. Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

Successful applicants will describe how the various activities included in their funding request will support a comprehensive approach that is in alignment with the Strategic Framework for Countering Terrorism and Targeted Violence. Entities that require participation of other organizations will include sufficient evidence that there is support for such work through letters of support, letters of intent, or memoranda of understanding.

- 1. Required Program Monitoring Measures:
 - a. All required performance measures for projects from the "Promising Practices Track" that are proposed.
 - b. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- 2. Anticipated Award Range: \$100,000 to \$750,000. The requested amount should be broken down by each project included in the application. The budget narratives should

consider the guidance on the target award amounts of the included projects and include well supported costs associated with operating other activities proposed. Applicants are also required to provide an assessment of the severability of the proposed projects and rank order the projects by priority in the event there is not sufficient funding to fund the entire proposal.

Promising Practices-Single Project Track

Track Description: Eligible entities may request funding to implement a prevention project that has already been implemented in another local community – or expand an existing program to a new or larger target population. Each of these project types can assist state, tribal, and local partners as well as nonprofits and institutions of higher education build basic prevention capabilities in their communities or fill a specific gap in capabilities. These projects are organized by the local prevention framework objectives.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like

- 1. Raising Societal Awareness,
 - a. Eligible entities may apply for funding to develop and deliver awareness training for community members (law enforcement, service providers, faith leaders, and other audiences). Applicants may also apply for programs that use a "train-the-trainer" model to train members of the community to provide awareness training themselves. Training shall focus on risk factors for radicalization to violence. DHS has an existing training curriculum available for the public and law enforcement (this curriculum, the Law Enforcement Awareness Briefing (LAB), is a *train-the-trainer* model). Existing DHS awareness briefings can be customized for local needs. Applicants may propose specific training development and delivery to specialized audiences such as faith groups, schools, workplaces, etc.
 - b. Required Program Monitoring Measures:
 - a. Number of training session conducted.
 - b. Number of participants at each training session.
 - c. Aggregated level demographic information of participants.
 - d. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$150,000
- 2. Media Literacy and Online Critical Thinking Initiatives

a. Eligible entities may apply to develop and deliver media literacy/online critical thinking education as part of standalone classes or integrated into a larger curriculum. Topics covered in proposed curricula shall include understanding bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals and groups. Applicants should describe the main themes of lesson plans that will be included in the proposed curricula.

Successful applicants will demonstrate ready access to the target population for the curricula such as school, school district, college/university, community learning center, or other entity with access to an appropriate target population with a letter of support/intent from a school.

- b. Required Program Monitoring Measures:
 - i. Number of participants enrolled in course.
 - ii. Number of participants who complete course.
 - iii. Aggregate level demographic information on participants.
 - iv. Aggregated data on results of skills-based tests.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$100,000

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- 3. Civic Engagement
 - a. Eligible entities may apply for funding to build or expand programs that encourage community engagement, education, and resilience against radicalization to violence. Applicants for this project must describe how the intended activities will address early-stage radicalization to violence through coordination and engagement activities that reduce community vulnerability to associated risk factors or enhance protective factors. Applicants must describe how intended outcomes seek to increase community resilience to radicalization to violence through the understanding of threat prevention, improved social cohesion, reduced inter-group tensions, or reduced youth vulnerability.
 - b. Required Performance Measures
 - i. Number of community engagement events.
 - ii. Number of participants at community engagement events.
 - iii. Aggregate level demographic information on participants.
 - iv. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award

- c. Target Award Amount: \$50,000
- 4. Youth Resilience Programs
 - a. Eligible entities may apply for funding to establish or expand programming to develop protective factors in youth. Examples of protective factors include social capital, sense of belonging, and feelings of security. Applicants must address the development and implementation of programs that target the reduction of risk factors to violence, including leadership, mentorship, employment skill building, or civic engagement. [NOTE: Minors are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].
 - b. Required Program Monitoring Measures:
 - i. Number and type of engagements/services provided.
 - ii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
 - c. Target Award Amount: \$75,000

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- 5. Threat Assessment and Management Teams
 - a. Eligible entities may apply for funding to develop a threat assessment and management capability. This capability must include training for practitioners, development of protocols for handling referrals, and work with individuals with risk factors for targeted violence and terrorism.
 - b. Required Program Monitoring Measures:
 - i. Number of members of threat assessment and management team including professional background or other organizational affiliation (e.g., school counselor, faith leader, etc.).
 - ii. Information regarding how often team meets and for what purpose
 - iii. Number of cases opened including:
 - a. Identified risk factor(s)
 - b. Identified behavioral changes
 - c. Identified extremist ideology (if any)
 - d. Specific grievance (if identified)
 - iv. Number of referrals for outside services including service type (e.g., mental health, substance abuse, job skills, housing assistance)

- v. Case status: (active, in progress, closed).
 - a. If "closed," outcome of case (e.g., resolved, referred to law enforcement, etc.).
- vi. Anonymized case studies illustrating the threat management process
- vii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$300,000

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- 6. Bystander Training
 - a. Eligible entities may apply for funding to deliver Bystander Training in their local community. If applicants propose developing training, topics covered in the curricula shall include risk factors, behavioral changes, and provide a locally-relevant list of services or contact information for providers to make referrals. Applicants should describe the main themes of the training that will be included in the proposed curricula. Successful applicants will demonstrate ready access to their target population.

DHS also has an existing training curriculum that may be used that aims to enhance the ability of individuals to recognize signs of radicalization to violence and, when safe to do so, take appropriate steps to engage with individuals in their social, family, or professional circles to provide them with assistance, refer them to other resources or services, or refer them to law enforcement if there is a risk of imminent harm. The training curriculum can be provided during the application period upon request. The training has a section that is customizable and minor modifications can be made with prior approval. Successful applicants will propose their intended target audience(s) and how they will engage individuals to participate. The training is appropriate for a general adult audience, and DHS seeks applications that will provide it to a general audience, as well as applications that propose audiences that may have a force-multiplying factor, such as professionals who engage with populations with risk factors for violence.

- b. Required Program Monitoring Measures
 - i. Number of participants who received training.
 - ii. Aggregate level demographic information of participants.

- iii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$100,000
- 7. Referral Services
 - a. Eligible entities are invited to apply for funding to establish or expand a referral service (telephone, text, app, online, etc.) to address crises with callers, assessing whether they have risk factors for targeted violence or terrorism, and providing resources and referrals to individuals seeking help.

Successful applicants will have an implementation plan that describes the methods for training hotline counselors, establishing protocols for referring callers for additional assessment and management resources or to law enforcement if there is an imminent threat of harm, and a description of where individuals will be referred.

- b. Required Program Monitoring Measures:
 - i. Number of calls, by type of call
 - ii. Number of individuals referred to additional services
 - iii. Number of callers referred for threat assessment and management
 - iv. Number of calls referred to law enforcement.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$150,000

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

- 8. Recidivism Reduction and Reintegration
 - a. Eligible entities are invited to apply for funding to develop institutional or community-based recidivism reduction and reintegration programs, to reduce risk factors and promote protective factors in individuals re-entering society, following release, and in probation or deferral programs. Applications should describe the risk factors they will examine and how they will select individuals for participation in the programming and the services to be provided (For example, individuals who have previously committed hate crimes). The application should also describe the assessment tools and other methods they will use to measure progress of individuals through the program
 - b. Required Program Monitoring Measures

- i. Number of individuals recommended for violence rehabilitation program(s).
- ii. Number of individuals enrolled in violence rehabilitation program.
- iii. Number of individuals that completed violence rehabilitation programming.
- iv. Status of cases (active, in progress, closed). If "closed," outcome of case (e.g., resolved, referred to law enforcement, USAO, etc.).
- v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$200,000

[NOTE: Prisoners are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].

Objective 6: The local community has a variety of programs (e.g. service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

Innovation Track

DHS seeks to continue to spur innovation in prevention by soliciting applications for new project ideas that can enhance prevention capabilities in local prevention frameworks. Any projects that meet one of the six local prevention framework objectives are eligible, especially projects that implement one or more of the priorities in Section A. All applicants must specify which local prevention framework Objective their proposed project will meet. Projects in this category should still have a well-developed theory of change but have not yet been implemented in the U.S. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track and anticipates making awards in the range of \$300,000.00 to \$750,000.00.

Required Performance Measures: Measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.

Appendix C: Contents and Format of Project Narrative

Applications must include a detailed narrative about the project being proposed. The Project Narrative is submitted as a single attachment to the application in ND Grants. It serves as the primary document that DHS reviews and scores. There is no government form for this document.

The Project Narrative consists of a *cover page, body,* and *appendices*. The page limits for the body are based on which track the application is being submitted to: Promising Practices: Single Project Track – 5 pages Promising Practices: Multiple Project Track —10 pages Innovation Track – 15 pages

The **cover page** must clearly show:

- The name of the entity applying
- The primary location (city/county and state/D.C./territory) of the applicant and the location(s) of activities (if different)
- The name of the application track
- The name of the project type (or types if applying in Promising Practices: Multiple Project Track)
- The amount of funds requested
- Project abstract, approximately 200 words, suitable for public release, describing the core elements of the proposed project

The **body** of the Project Narrative shall include the following numbered sections (please use the same numbers in the submitted narrative):

1. Needs Assessment

A needs assessment is a systematic approach used to identify capacity and gaps between current conditions and desired outcomes. A needs assessment helps to clarify and improve program design and implementation by helping applicants focus on how their proposal will help their community. While there are multiple ways to undertake a needs assessment, specific information that must be included in a proposal for funding are:

- The target population for services (the group of individuals that are expected to use the proposed program)
- The estimated number of people in that target population
- An inventory of other programs that currently serve the target population

A needs assessment should be able to identify other services that are available to the target population including how they are similar/different to the proposed project. If this proposal is to expand capacity of an already existing program, please note that here.

2. Program Design

Please describe the how the proposed program is designed. This design should include the following specific information:

• *A problem statement*: This is a clear description of the issue, challenge, or need the program seeks to address and serves as the program focus based on the FY2020 Targeted Violence and Terrorism Prevention Grant Program objectives outlined in Appendix A of this announcement.

• *Program goals and objectives:*

• Goals: Visionary long-term statements that are not resource dependent but should explain how this program supports the Department of Homeland Security's Strategic Framework for Countering Terrorism and Targeted Violence

• Objectives: Specific, measurable, achievable, relevant, and time-bound (SMART). Objectives are statements of the conditions the program is expected to achieve within the timeframe of the grant and using the resources provided.

• Logic model: A logic model is a tool to systematically document – and visually represent – program investments, activities, desired results, and the relationship between them. The creation of the logic model is a critical step for both program design and performance management. This is the model that states how – and why – the program will work to achieve objectives and goals. A logic model will visually demonstrate how inputs lead to activities, which lead to outputs, which lead to short-term outcomes, and finally result in long-term outcomes. Logic models must include the following:

• *A theory of change*: a brief statement that ties the logic model together by summarizing why, based on evidence and consideration of other possible programs, the changes described in the logic model are expected to occur. These are often written as "if/then" statements that link existing conditions to desired changes. If there is previous research/evidence to support the theory of change, it should be included here.

• Short- and Long-term outcomes:

• *Short-term Outcomes*: Short-term outcomes describe the immediate effects of the program (such as raising awareness, increased knowledge, changed attitude, changed behavior, etc.). Short-term outcomes are typically linked to program objectives. Applicants that include the optional performance measures will receive additional points.

• *Long-term Outcomes:* Long-term outcomes refer to the desired end-state (ultimate results) of the program – the program goals.

Outputs: The direct, tangible results of program activities. They are (often) easy to count (e.g., the number of people trained, the number of briefings held, etc.).
 Activities: The actions/events undertaken by the program to produce a desired outcome. Activities often have a clear link to the problem statement.

• Inputs: The resources invested to start and maintain program

implementation. These include financial resources, time, personnel, materials, supplies, etc. Inputs affect the scope of the program, the number of activities, and what outputs and outcomes are achievable.

• Contextual factors and underlying assumptions: What conditions, stakeholders, funding, or other factors are inherent to the program design and execution and may or may not influence program success. How are these factors being accounted for in the design and how the program may be evaluated?

• Likelihood of Success: Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes.

3. Organization and Key Personnel

Describe your organization and the key personnel who will be working on the project. Include details on how the expertise of the key personnel will be used to carry out the project. If necessary include position descriptions when the personnel have not yet been hired. Changes in key personnel are permissible, but need to be communicated to OTVTP, if it is anticipated key personnel will depart prior to the period of performance commencing, only include information about the position and qualifications for the position. Resumes/CVs for key personnel should be included as attachments.

4. Sustainability

Please include a discussion of how the capabilities of your proposed project will be sustained following the period of performance.

5. Budget Detail and Narrative

The applicant must present a budget that identifies and explains all direct and indirect costs. These costs and all other expenses must be presented in a table format following the template in Appendix E. The budget portion of the application narrative should be a combination of a narrative and completed table.

Appendices

A. Completed Implementation and Measurement Plan (IMP) Template

The completed <u>IMP Template</u> must include the required performance measures indicated for each project type. The IMP will allow recipients to:

• Plan your project by outlining the activities to be accomplished, timeframes, and resources needed (personnel, equipment, meeting space, et.al.), and how project results will be sustained.

• Manage implementation of your project by enabling you to track implementation against expectations.

• Report quarterly on your progress in implementing the project.

• Assess outcomes by identifying the indicators and data you will use to assess level and type of outcomes achieved, the data collection methods to be used, and timeframes for collecting data, noting that some indicators may require collection of baseline data at the start of the project for comparison.

B. Resumes/CVs of Key Personnel

Include resumes/CVs of Key personnel, including but not limited to anyone engaged in training, engaging with project audiences/participants, conducting threat assessments, or managing the project.

C. Documentation of Commitment/Support

Please include letters of commitment or support (or other documentation such as Memorandum of Understanding/Agreement) of any outside entities or senior officials of agencies or jurisdictions described in your application that are critical to the success of the project.

D. Letters of Recommendation (Optional)

Applicants may attach up to three letters of recommendation from subject matter experts in the field of targeted violence or terrorism prevention or key stakeholders in the planned area of performance which recommend their application to DHS.

Formatting Requirement:

• Must use Adobe Portable Document Format (PDF)

- Spacing: 1.0
- Typeface: Times New Roman 12 pt. font (exceptions for citations and tables)
- Margins: 1 inch
- Indentation/Tabs: Applicant's discretion
- Page Orientation: portrait; exception: landscape may be used for tables and IMP
- Citations (in-text, endnote/footnote): Allowed. Typeface allowed for citations: Times New Roman, 10, 11, or 12 pt. font sizes

• Graphics such as pictures, models, charts, and graphs will be accepted (within the page limits) but are not required.

- Primary font color will be black; however, other colors may be used for emphasis as appropriate.
- Bold or italicized font may be used.

• Table format is acceptable where appropriate (e.g. logic model, timelines) but not mandatory (exception: the budget section must follow the table template provided in Appendix E of this notice).

Appendix D: Research and Other Resources

The FY2020 Targeted Violence and Terrorism Prevention Grant Program has based its program objectives on The Department of Homeland Security's *Strategic Framework for Countering Terrorism and Targeted Violence*. Applicants are strongly encouraged to build their applications in line with the goals and objectives of this document as well as other evidence.

See: <u>https://www.dhs.gov/sites/default/files/publications/19_0920_plcy_strategic-</u> framework-countering-terrorism-targeted-violence.pdf

Additional resources that may be useful for applicants are provided below to assist applicants in developing and constructing their grant applications. Applicants may consider using other resources that do not appear in this list as well.

The Department of Homeland Security's Office for Targeted Violence and Terrorism Prevention maintains a webpage with information and resources for applicants as well as a page on the last cycle of terrorism prevention grants. On these pages, applicants can find information helpful to complete their application and information about the previous cycle of grants including previous recipients, a preliminary performance report, quarterly reports, and a conceptual framework of the grants program.

See FY2020 Targeted Violence and Terrorism Prevention Grant Program: <u>https://www.dhs.gov/tvtpgrants</u>

See FY2016 Countering Violent Extremism Grant Program: https://www.dhs.gov/cvegrants

The Department of Homeland Security Compliance Assurance Program Office (CAPO) maintain resources for grantees to ensure compliance with Human Subject Research protections that are a requirement of this program. Additional information on the review process is available from DHS CAPO.

DHS CAPO Institutional Review Board/Human Subjects Research Training Materials:

- <u>November 2020 HSR Technical Assistance Presentation to FY 20 Grantees</u>
- January 2021 HSR Training for OTVTP Program Analysts/Staff

DHS CAPO Determination Materials:

- Form Instructions
- Determination Request Form
- Determination Process Checklist

The Rand Corporation developed the *Evaluation Toolkit for Countering Violent Extremism* that helps program managers focus on core program components, the logic model that visually displays the program and the theory of change and identify ways to assess progress. This toolkit was sponsored by the Department of Homeland Security's Office of Community Partnerships – the current Office of Targeted Violence and Terrorism Prevention. While focused on violent extremism, it is also useful for programs focused on preventing targeted violence.

See: <u>https://www.rand.org/content/dam/rand/pubs/tools/TL200/TL243/RAND_TL243.p</u> <u>df</u>

The U.S. Institute for Peace (USIP) works internationally on preventing/countering violent extremism (P/CVE). While international programs pose their own, unique challenges, USIP has produced several products on some of the difficulty in assessing terrorism prevention programs.

See: Measuring Up: Monitoring and Evaluating P/CVE Programs <u>https://www.usip.org/publications/2018/09/measuring-monitoring-and-evaluating-pcve-programs</u> See: Taking Stock: Analytic Tools for Understanding and Designing P/CVE Programs <u>https://www.usip.org/publications/2018/09/taking-stock-analytic-tools-</u> understanding-and-designing-pcve-programs

Research Resources:

The Rand Corporation produced an exhaustive study of terrorism prevention in the United States that validated the Department's approach to terrorism prevention. This report conducts an analysis of prior and ongoing terrorism prevention activities and makes recommendations for future efforts and approaches.

See: https://www.rand.org/pubs/research reports/RR2647.html

The Department of Justice's National Institutes of Justice has funded work multiple research efforts related to terrorism. Of particular note is *Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States: What Research Sponsored by the National Institute of Justice Tells Us* - a meta-analysis of previous research on terrorism. In addition, the National Institute of Justice has run a Domestic Radicalization to Terrorism program that has funded multiple project since its inception in 2012. Project descriptions as well as links to articles produced from that research are available on their website.

See: <u>http://www.nij.gov/topics/crime/terrorism/pages/domestic-radicalization.aspx</u> (General webpage with links to articles)

See: <u>https://www.ncjrs.gov/pdffiles1/nij/251789.pdf</u> ("Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States")

See: <u>https://nij.ojp.gov/topics/articles/research-domestic-radicalization-and-terrorism</u> (NIJ project descriptions and links to articles)

The National Consortium for the Study of Terrorism and Responses to Terrorism (START) the University of Maryland maintains catalogs of their ongoing and completed research with access to published research which includes many CVE and related research projects.

See: <u>https://www.start.umd.edu/research</u>.

The U.S. Secret Service's National Threat Assessment Center (NTAC) provides guidance and training on threat assessment and training. NTAC has become a leading expert on research and investigations on school shootings as well as other types of targeted violence.

See: <u>https://www.secretservice.gov/protection/ntac/</u>

The Centers for Disease Control's (CDC) Division of Violence Prevention focuses research on early prevention of violence within a public health model. The CDC also maintains current research on the efficacy of violent prevention programs on their webpage.

See: https://www.cdc.gov/violenceprevention/publichealthissue/index.html

The Department of Homeland Security's Science and Technology Directorate (S&T) maintains a webpage on terrorism prevention that includes research products, fact sheets, and evaluations of efforts. S&T works collaboratively with the Office for Targeted Violence and Terrorism Prevention.

See: https://www.dhs.gov/science-and-technology/terrorism-prevention

Appendix E: Budget Worksheet

Budget Category	Federal Request
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total Direct Costs	\$0
Indirect Costs	\$0
TOTAL PROJECT COSTS	\$0

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- 1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Name: PAUL KIM Address: 211 West Temple Street, 10th Floor Los Angeles, CA 90012

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance. Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.
- **D.** Failure to Maintain Insurance. Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from

said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- E. Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary. Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- **G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- **H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs). Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- **K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

- L. Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs. The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- **N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

II. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- **B.** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability insurance or qualified selfinsurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability-Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES

and

ASIAN AMERICAN EDUCATION PROJECT

RECITALS

WHEREAS, the Los Angeles County District Attorney's Office ("LADA") established the Reconciliation Education and Counseling Crimes of Hate Program (REACCH), an innovative public safety restorative justice probationary model that is offender centric by focusing on counseling and anti-bias education; victim centric because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia; and

WHEREAS, the Department of Homeland Security Office of Targeted Violence and Terrorism Prevention Grant Program awarded to the County of Los Angeles in the amount of \$200,000.00; and

WHEREAS, Under California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice; and

WHEREAS, the LADA and Subrecipient desire to enter into a subrecipient agreement for the purpose of providing services for Project and curriculum development, which shall be funded by the Federal award; and

WHEREAS, on December 20, 2022 the County's Board delegated authority to the LADA, or designee, to prepare and execute agreements and any and all amendments under the Federal award;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 PURPOSE

This SUBAWARD SERVICES AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County") and Asian American Education Project (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the County and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

2.0 FEDERAL AWARD INFORMATION

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2021 Targeted Violence and Terrorism Prevention Grant Program, Federal Grant # EMW-2021-GR-00087-S01, Federal Award Date September 22, 2021. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Department of Homeland Security ("DHS").

The County, acting through Los Angeles County District Attorney's Office ("LADA"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this subaward of the Federal award to the Subrecipient.

3.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date of the execution by the County and shall continue until September 30, 2023, unless sooner terminated or extended by County. The grant award performance period is October 1, 2021 through September 30, 2023.

4.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

5.0 USE OF FUNDS

- 5.1 <u>PROJECT FUNDS</u>. Subrecipient shall receive Funds up to \$40,000.00 ("Project Funds") to provide services for the Reconciliation and Counseling Crimes of Hate (REACCH) Program ("Project") pursuant to Exhibit A, Project Description and Pricing, Exhibit B, Implementation and Measurement Plan (IMP), which are attached hereto and incorporated by reference, during the period that begins on August 3, 2021, and ends on September 30, 2023 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.
 - 5.1.1 Subrecipient shall comply with all requirements promulgated by DHS which are applicable to this particular Subaward. These include, without limitation, the requirements for recipients and subrecipients set forth in Exhibit C Fiscal Year (FY) 2022 DHS Standard Terms and Conditions and Exhibit D Notice of Funding Opportunity,
 - 5.1.2 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, in accordance with the federal regulations,

guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit A, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.1.3 Subrecipient shall return Project Funds to County if County determines, in its sole discretion. Subrecipient has expended Project Funds not in accordance with this Agreement, including but not limited to, current and subsequent federal rules, regulations, guidelines, and instructions, executive orders and other applicable laws. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with federal Laws and Regulations, DHS requirements, and Exhibit D Notice of Funding Opportunity.
- **5.2** <u>FUNDING RESTRICTIONS AND ALLOWABLE COSTS.</u> All costs charged to awards covered by Exhibit D Notice of Funding Opportunity must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in Exhibit D, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).
- **5.3** <u>SOURCE AND APPROPRIATION OF FUNDS.</u> County's obligation is payable only and solely from Project Funds appropriated through DHS, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement, in the event future Project Funds are not appropriated for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- 5.4 <u>IMPROPER USE OF FUNDS.</u> Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by LADA, or its designee, shall constitute a material breach of contract upon which County, through the LADA, or its designee, may cancel, terminate or suspend this Agreement.

6.0 DEBARMENT AND SUSPENSION

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

7.0 CIVIL RIGHTS ACT OF 1964 – TITLE VI

Subrecipients must comply with the requirements of title vi of the civil rights act of 1964 (codified as amended at 42 U.S.C. § 2000D ET SEQ.), which provides that no person in the united states will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the act are found at 6 C.F.R. PART 21 AND 44 C.F.R. PART 7.

8.0 LOBBYING PROHIBITIONS

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

9.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and consistent with all that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- **9.1** <u>COUNTY LAWS</u>. Subrecipient must comply with all County laws and policies, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).
- **9.2** <u>LAWS, REGULATIONS AND GUIDELINES.</u> In addition to the requirements of in this section and Exhibit D, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200. All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions in Exhibit C; County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

10.0 CONFIDENTIALITY

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of

this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

11.0 REPORTS AND AUDITS

- **11.1** <u>UNIFORM ADMINISTRATIVE REQUIREMENTS</u>. Subrecipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:
 - 11.1.1 Single Audit Compliance: Subrecipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.
 - 11.1.2 Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").
 - 11.1.3 Suspension and Debarment: Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.
- **11.2** <u>REPORTING REQUIREMENTS</u>. Subrecipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph. Subrecipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to the County as specified in Exhibit B, under reporting requirements.
 - 11.2.1 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Exhibit B
 - 11.2.2 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and

that the expenditures described in the report comply with the uses permitted under this Agreement.

- 11.2.3 The County may withhold Project Funds and or disallow expenditures anytime the Subrecipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by according to payment terms agreed to by the Subrecipient and in a timely manner.
- 11.2.4 Subrecipient shall provide monthly reports to the County on data related to use of Project Funds as specified by the County. Subrecipient shall maintain and provide to the County any other data and documents involving Project Funds as requested by County. Subrecipient understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.
- 11.2.5 Final Activity Reports: Subrecipient shall provide a final activity report that addresses the following, at a minimum: (i) identify the final expenditures incurred for the Project as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) provide a description of activities that were undertaken for the Project; and, (v) provide a reconciliation of the final Project expenditures. Unless otherwise waived in writing by the County, final activity reports must be submitted thirty days after the Project has been completed.
- **11.3** <u>AUDITS</u>. County will audit Subrecipient's use of Project Funds in accordance with County's policy and federal grant requirements and regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.
 - 11.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and until three years after the completion of this agreement, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.
 - 11.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to

require a special audit, the cost of the audit at the sole expense of Subrecipient.

- **11.4** Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate or suspend this Agreement.
- **11.5** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with County's policy and federal grant requirements and regulations or this Agreement, Subrecipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the County.

12.0 MONITORING REQUIREMENTS

The County monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and the Project to ensure compliance with federal and state requirements and timely Project completion. The Subrecipient shall be required to resolve any monitoring findings to the County's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the County in its monitoring findings.

Subrecipient shall ensure their contractors and other party are in compliance with all federal requirements and shall perform regular, ongoing monitoring of the contractor and other party for the term of this Agreement. Subrecipient shall ensure their contractor and other party resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the County, as well as the status of those findings until they are resolved by the contractor and other party.

13.0 MAINTENANCE AND SECURITY OF RECORDS AND FINANCIAL DOCUMENTS

- **13.1** <u>MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS.</u> Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement. Subrecipient shall also comply, and shall ensure that its contractors comply, with the records retention and access requirements contained in Exhibit B. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.</u>
- **13.2** <u>EXAMINATION OF RECORDS.</u> In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem

necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

13.3 <u>RECORDS RETENTION</u>. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. The record retention period will be extended if the Subrecipient is notified in writing of the extension by LADA. Where FEMA requires Subrecipients to report program income after the period of performance ends, the program income record retention period begins at the end of the Subrecipient's fiscal year in which program income is earned. See 2 C.F.R. § 200.334(e).

13.4 <u>Storage and Transmission of County Information</u>

All County information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County. The Subrecipient will encrypt County information transmitted on networks outside of the Subrecipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County.

In addition, the Subrecipient shall not store County information in the cloud or in any other online storage provider without written authorization from the County. All mobile devices storing County information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County.

14.0 INDEPENDENT CONTRACTOR

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

15.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

16.0 INDEMNIFICATION

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

17.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.

- **17.1** REMEDIES FOR NONCOMPLIANCE. In addition to any other rights and remedies the County may have under this Agreement, at law, or in equity, the County may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:
 - 17.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 - 17.1.2 Disallow all or part of the cost of the action not in compliance.
 - 17.1.3 Wholly or partly suspend or terminate the Subrecipient's Project Funds.
 - 17.1.4 Withhold further and/or future awards and/or any other funds administered by the County.
 - 17.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
 - 17.1.6 Take other remedies that may be legally available.

Effects of suspension and termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractor during a suspension or after termination of an Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

17.2 <u>TERMINATION FOR NONCOMPLIANCE.</u> Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by DHS or County if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All

terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- 17.2.1 Termination Without Cause: This Agreement may be terminated by the County in whole or in part at any time without cause.
- 17.2.2 Termination With Cause: The Agreement may be terminated by the County in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.
- 17.2.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and federal Laws and Regulations.

18.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

19.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

20.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- **20.1** Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- **20.2** Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.
- **20.3** Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of

Subrecipient earned for a period of one year from the date he/she separated from County employment.

20.4 Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

21.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

22.0 INSURANCE

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E, Insurance Requirements.

23.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

24.0 INTERPRETATION

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

25.0 PROJECT INTEGRITY

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at http://fraud.lacounty.gov.

26.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County:	Paul Kim, Deputy District Attorney 211 West Temple Street, 10th Floor Los Angeles, CA 90012 pkim@da.lacounty.gov (213) 974-3500
To Subrecipient:	Stewart Kwoh, Emeritus CEO 2089 Kenilworth Avenue Los Angeles, CA 90039 <u>Stewart.kwoh@asianamericanedu.org</u> (213) 700-6934

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

27.0 PROCUREMENT

Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and state procurement laws.

- 27.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every contractor or other party in the same manner and to the same degree as if such subcontractor(s) were Subrecipient's employees.
- **27.2** Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to contract, notwithstanding County's approval of Subrecipient's proposed contract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.
- **27.3** Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where contractors violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

28.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

29.0 WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the District Attorney or designee.

ASIAN AMERICAN EDUCATION PROJECT

Signed:

Date _____

STEWART KWOH EMERITUS CEO

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

Signed:

Date

GEORGE GASCÓN DISTRICT ATTORNEY

Project Description

The Asian American Education Project

PROJECT OVERVIEW

The goal of this project is to reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen for program participants that addresses maladaptive behavior in general and bias animus in particular. The regimen will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The project will also include programs that target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.

The pilot phase of the program will begin with four participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group.

PURPOSE

The Asian American Education Project will create a data measuring tool to quantify participant success through artificial intelligence (AI) keyword identification and develop a digital anti-bias restorative justice curriculum. Also, AAE will provide a manual as well as training on using the measuring tool.

TASKS AND DELIVERABLES

The Subrecipient will adhere to the deliverables identified in Goal 3 of Exhibit B - Implementation and Measurement Plan (IMP) to fulfill the tasks described below:

TASK 1.0 ANTI-BIAS CURRICULUM DEVELOPMENT - \$ 35,000

Develop curriculum for program participants for anti-bias training with the goal of preventing bias-motivated recidivism. The curriculum will consist of anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime

TASK 2. 0 LEARNING MANAGEMENT SYSTEM (LMS) ACCESS - 1000

Provide access to LADA Staff to a Learning Management System (LMS) to track participant progress in the program.

TASK 3.0 CREATE USER MANUAL (FACILITATORS GUIDE) - 1000

The User Manual (aka Facilitators' Guide) will include a detailed description of how the antibias program works, procedures for program implementation, and instructions to conduct an evaluation of the curriculum.

TASK 4.0 FACILITATOR TRAINING 1000

TASK 4.1 ONLINE TRAINING - Provide 4-8 hours of online training for the LADA staff which will serve as program facilitators to support implementation in 2023; training may include virtual workshops.

TASK 4.2 CONSULTATION - The Asian American Education Project will provide XXX hours of additions one-on-one training with LADA staff on the use of the measuring tool.

TASK 5.0 SURVEY QUESTIONS 1,000

Create survey questions for the collection of evaluation data to measure the impact of the program; the Los Angeles County District Attorney's Office will be responsible for analyzing and handling data.

TASK 6.0 QUARTERLY REPORTS 1,000

Provide written quarterly progress reports on the progress of the participants in the anti-bias program.

TASKS #	DELIVERABLES	DUE DATE
1.0	ANTI-BIAS CURRICULUM	December 31, 2022
2.0	LEARNING MANAGEMENT SYSTEM (LMS) ACCESS	December 31, 2022
3.0	USER MANUAL (FACILITATORS GUIDE)	December 31,2022
4.0	FACILITATOR TRAINING	January 1, 2023 –Term
4.1	ONLINE TRAINING	January 1, 2023 –Term
4.2	CONSULTATION	January 1, 2023 –Term
5.0	SURVEY QUESTIONS	December 31,2022
6.0	QUARTERLY REPORTS	April 30, 2023 – Term

Total maximum Contract cost is **not to exceed \$40,000** as per for all tasks and deliverables described in this Exhibit.

Expenses:

Contractor's expenses of printing, telephone, travel, parking is included in the Contractor's hourly and fixed rates. The contractor shall not bill any additional expenses to the County.

*Changes within line items and/or categories require written authorization from the LADA Project Manager. Written authorization may be defined to include an email or fax. A contract amendment is not necessary for changes within line items and/or categories, not to exceed the maximum Contract amount.

CP3 Implementation & Measurement Plan

You should modify the Implementation & Measurement Plan (IMP) template to match the number of goals your specific project requires. For *each* goal in the IMP, create an Implementation Plan table *and* a Measurement Plan table. Please use the definitions provided in the IMP guidance document when crafting your plan. Draft, in the box below, the overarching goal statement for the project. Following completion of the IMP, each grantee is expected to complete the Risk Assessment & Mitigation Plan in Appendix A. Please note that select grantees will undergo an independent outcome evaluation that will specifically seek to determine the impact of a program and whether it was able to achieve its stated goals and objectives as measured against its stated performance measures/indicators. It is therefore critical that this plan is completed as comprehensively as possible to enable this type of evaluation to be possible.

In the Implementation Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Implementation Plan" and fill in your project plan within the blank Implementation Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each activity in a separate row; add as many rows as needed.
- Arrange activity rows chronologically by the start date of the activity.
- The plan should span both years of performance under this grant program.

In the Measurement Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Measurement Plan" and fill in your project plan within the blank Measurement Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each performance measure in a separate row. Every key activity in your implementation plan table such as trainings, workshops, or case management activities should have at least one corresponding performance measure and target within the measurement table
- Map each performance measure to the relevant activity by including the numerical code of the activity to which it applies, e.g., 1.1.1, 1.1.2, etc.
- Include performance measures and targets that will measure the results of the relevant activity in line with that activity's corresponding goal and objective. It is not necessary to have more than one performance measure and corresponding target for an individual activity if one is sufficient to measure the successful implementation of that activity.
- Identify and/or design data collection methods to be used to obtain the data that will be reported on quarterly.
- Ensure attention to collection of data that can be broken down by sex and age of project participants or beneficiaries.
- The information in the "Performance Measures" column of the Measurement Plan should align with the information in the "Anticipated Outputs" column of your Implementation Plan

NOTE: Data collection methods should be specific and timebound. Any expenses incurred from the collection of data must come from the grant already awarded. No additional funds will be made available by DHS for this purpose.

Organization Name	Organization NameLos Angeles County District Attorney's Office, Hate Crimes Unit		
Project Title	Reconciliation Education and Counseling Crimes of Hate ("REACCH")2		
Grant Number	DHS-21-TTP-132-00-01		
Grant Implementation Period	10/01/2021 - 09/30/2023		
	Project Goal Statement		
[Please state the goal of the project as identified in your program design. This goal should include language from the individual goals located within this IMP.]			
Reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen that addresses maladaptive behavior in general and bias animus in particular. The former will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The latter will consist of programs which target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.			

Target Population

[Please include an estimated size and demographic breakdown of expected and/or served program beneficiaries. Please be specific and include a brief description of why this particular target population has been selected.]

The pilot phase of the program will begin with four to six participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group. This is a necessary factor because the goal of this project is to prevent recidivism. Consequently, if there are no additional future crimes committed by the program participant following the successful completion of the program, it will represent an empirical metric that the program has been effective. It is also important to protect the victim community during the course of victim reconciliation and during community service with the victim group.

LADA prosecutes close to 90 hate crimes annually. It is anticipated that the target population will grow significantly as the program matures and funding and capacity improves.

Goal 1: *Reduce recidivism and reintegrate hate crime offenders into the community through a multidisciplinary team of psychologists focused on raising awareness of the roots of bias animus and developing cognitive behavioral tools to address the triggers for targeted violence.* Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling. Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias animus and the triggers for targeted violence objectively and subjectively.

Goal 1 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling.	Activity 1.1.1 Conduct individual counseling sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	 6-10 hours of individual therapy per client per quarter 24-40 hours of individual therapy sessions conducted by the grant's conclusion for each client; Total of 96-160 hours of individual therapy delivered (all clients total) 4-6 felony conviction program participants; 2-8 misdemeanor conviction program participants, pending result of Year 1 review that will determine if there are additional funds to be allocated for additional

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
				clients
	Activity 1.1.2 Conduct group therapy sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the group therapy sessions conducted thus far for the felony conviction cases to determine if 80 hours of group therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	12-20 hours per quarter, Q4-Q8.	48-80 hours of group therapy sessions conducted to 4 program participants total of 192-320 hours.
Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias	Activity 1.2.1 Psychologists from Gateways Hospital to generate a progress report objectively detailing clinical program success based upon participant's involvement in individual counseling and group therapy sessions.	Psychologists from Gateways Hospital to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4- Q8.	4 progress reports per participant, objectively describing participant success.
animus and the triggers for targeted violence objectively and subjectively.	Activity 1.2.2 Participant to generate iterative progress reports subjectively describing the impact of the program	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	<i>l report per quarter, Q4-Q8.</i>	4 progress reports per each participant, subjectively describing impact of program
	Activity 1.2.3 Program participants complete survey on satisfaction with services by Gateway's psychologists.	Satisfaction survey.	Q8	50% of participants are "satisfied" or better.

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	Activity 1.2.3 Survey program participants before and after each quarter (10 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q4-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving clinical therapy.

Goal 1 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.1	Measure: Number of individual counseling sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	 Target: 48-80 sessions per program participant equating to 48-80 hours of individual counseling per program participant (6-10 per quarter); 4 participants reached (1 per session). Final number of sessions per program participant to be determined at 1 year mark, at which point LADA will determine if 80 individual counseling sessions is in fact the appropriate number of sessions or if this number can be reduced, allowing for additional clients to be reached with unallocated funds 	% bias reduction of clients to be measured by standardized pre/post surveys to be conducted quarterly by both 2 nd Call and Gateways

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.2	<u>Measure</u> : Number of group therapy sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	<u>Target</u> : 48-80 group therapy sessions per program participant (6-10 per quarter); 4 participants reached (4 per session).	
1.2.1	<u>Measure 1</u> : Number of individual counseling sessions held and number of hours per session Measure 2: Number of individuals who complete individual	Progress reports generated by Gateways Hospital psychologists after 20 individual counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.
	counseling sessions	
	Target 1:48-80 sessions per program participant equating to 50-80 hours per program participant (10 per quarter); 4 participantsreached (1 per session)Final number of sessions per program participant to be	
	determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced	
	<u>Target 2: *</u> 4-6 individuals who have committed hate crimes; 2-8 individuals who have committed hate misdemeanor	
	 Final number of misdemeanor program participant to be determined at 1 year mark following conclusion of pilot period 	
	of program, at which point LADA will determine how many hours of counseling are appropriate and thus how much funding remains to take on additional cases	
1.2.2	<u>Measure</u> : Number of qualitative progress reports generated by each program participant and number of sessions attended	Progress reports generated by program participants after 120 group counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.
	<u>Target</u> : 4 progress reports per program participant by participant (1 submitted per quarter).	

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.2.3	 Measure: Percentage increase among program participants in their awareness of the roots of their bias animus and triggers for targeted violence. Target: 10-15% average aggregate awareness increase of participants quarterly 40-60% average aggregate awareness increase of participants by end of program (comparison of initial pretest and final post-test) 	Surveys conducted before and after each quarter (20 individual sessions + 20 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 2: Reduce recidivism and reintegrate hate crime offenders into the community through anti-bias education by professional facilitators trained to enter into a reciprocal dialogue by sharing relevant personal experiences directed at developing the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies to prevent future transgressions.

Objective 2.1: Facilitate anti-bias education and develop the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.

Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and strategies to minimize future transgressions objectively and subjectively.

Goal 2 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 2.1: Facilitate anti-bias education and develop skills necessary to recognize the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.	Activity 2.1.1 Conduct individual anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Facilitators from 2nd Call to educate on anti-bias, anger management, and violence intervention; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of individual anti-bias, anger management, and violence intervention training.
	Activity 2.1.2 Conduct group anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is	Facilitators from 2nd Call to employ appropriate educational program and methodology; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of group anti- bias, anger management, and violence intervention training.

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors			
Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and	Activity 2.2.1 Facilitators from 2nd Call to generate a progress report objectively detailing clinical program success.	Facilitators from 2nd Call to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	<i>4 progress reports objectively describing program success.</i>
strategies to minimize future transgressions objectively and subjectively.	Activity 2.2.2 Participant to generate a progress report subjectively describing personal program success.	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports subjectively describing program success.
	Activity 2.2.3 Survey program participants before and after each quarter (20 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q1-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving education and training by 2nd Call.

Goal 2 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.1.1	<u>Measure</u> : Number of individual anti-bias education sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Target</u>: 40 sessions per program participant (10 per quarter); 4 participants reached (1 per session). <u>Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 40 sessions is in fact the appropriate number of sessions or if this number can be reduced</u> 	
2.1.2	Measure: Number of group anti-bias education sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Target</u>: 40 sessions per program participant (10 per quarter); 4 participants reached (4 per session). <u>Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced</u> 	
2.2.1	Measure:Number of progress reports generated and number of sessions attended.Target:4 progress reports per program participant by facilitators	Progress reports generated by 2nd Call facilitators after 10 individual anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.
	(1 submitted per quarter).	
2.2.2	<u>Measure</u> : Number of progress reports generated and number of sessions attended.	Progress reports generated by program participants after 10 group anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.
	<u>Target</u> : 4 progress reports per program participant by participant (1 submitted per quarter).	

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.2.3	Measure: Percentage increase in knowledge of program participants regarding anti-bias education and the relapse tools and strategies to minimize future transgressions. Target: 10-15% average aggregate awareness increase of participants quarterly	Surveys conducted before and after each quarter (10 individual sessions + 10 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 3: Reduce recidivism and reintegrate hate crime offenders into the community through a partnership with Asian American Education Project focused on creating data measuring participant success through AI keyword identification and developing a digital anti-bias restorative justice curriculum.

Objective 3.1: Create tool to measure participant success through implementing artificial intelligence and keyword identification algorithm provided by digital platform provider (Asian American Education Project).

Objective 3.2: Develop a restorative justice anti-bias curriculum with Asian American Education Project that can be implemented for measuring participant success in reducing recidivism.

Goal 3 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 3.1: Create data measuring participant success through implementing artificial intelligence and keyword	Activity 3.1.1 Upload all subjective participant progress reports into Asian American Education Project program algorithm as they are submitted to analyze program participant success.	Participant progress reports from Gateways Hospital and 2nd Call, Asian American Education Project proprietary system of research analytics, digital platform technicians.	approx. 2-3 reports uploaded per quarter, Q4-Q8.	Quantitative data metrics that can be used to track each participant's engagement throughout the one year term of the pilot phase.
identification algorithm provided by digital platform provider (Asian American Education Project).	Activity 3.1.2 Generate report of resulting quantified data evaluating participant success throughout the one year term of the pilot phase.	Asian American Education Project proprietary system of research analytics, digital platform technicians, report.	Approx. 1 by end of program (Q4-Q8).	<i>l data metric reports objectively describing participant engagement.</i>
Objective 3.2: Develop a digital restorative justice anti- bias curriculum with Asian American Education Project that can be implemented on	Activity 3.2.1: Asian American Education Project to create a comprehensive curriculum package on anti-bias education of targeted group that the bias animus was directed at.	Asian American Education Project staff	By end of Q4	Completion of curriculum
any device to be implemented as it is created.	Activity 3.2.2 Survey program participants before and after implementing digital anti- bias curriculum.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 50% of understanding by participants after digital anti-bias curriculum.

Goal 3 MEASUREMENT PL	AN
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Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
3.1.1	<u>Measure</u> : Number of participant progress reports uploaded per quarter and number of sessions attended.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	<u>Target</u> : 8 reports per program participant (2 per quarter); 4 participants tracked.	
3.1.2	Measure : Quantifiable data metric that can be used to measure each participant's engagement and success throughout the two year term of the pilot phase.	Data report generated by Asian American Education Project at the end of program; Q4-Q8, approx. 1 report submitted by end of program.
	<u>Target</u>: 4 measurements (1 per participant); 4 participants evaluated through algorithm.	
3.2.1	Measure: Number of regular partnership meetings attended per quarter and number of attendees.	Documented date, time, venue, number of organization members attendance; Q4-Q8, approx. 2 sessions held per quarter.
	<u>Target</u> : 8 regular meetings (2 per quarter); 6 organization members attended (3 from Asian American Education Project + 3 from LADA).	
3.2.2	Measure: Percentage increase in knowledge of targeted group that the bias animus was directed at.	<i>Questionnaires conducted before and after digital anti-bias education; Q4-Q8, approx. 2 surveys held by end of program.</i>
	<u>Target</u> : 50% average aggregate knowledge increase by participants.	

Goal 4: Reduce recidivism and reintegrate hate crime offenders into the community through victim reconciliation administered through online re-introduction, community service participation, and dialogue with the actual victim or peer victim group in a safe and controlled setting.

Objective 4.1: Empower victim reconciliation safely through re-introduction, community service, and dialogue with the actual victim or peer victim group under the supervision of a District Attorney Investigator.

Objective 4.2: Develop understanding, empathy, and self-awareness sufficient for the offender to accept responsibility for the hate crime objectively and subjectively.

Goal 4 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 4.1: Empower victim reconciliation safely through online re-	Activity 4.1.1 Acknowledge responsibility through a letter of apology to the victim.	<i>Letter writing materials, secure venue with appropriate DAI safety protocols in place.</i>	approx. 1 by end of program (Q4-Q8).	<i>1 letter of apology to the victim or peer victim group.</i>
introduction, community service participation, and dialogue with the actual victim or peer	Activity 4.1.2 First introduction of the offender to the victim through online conversations.	Online communication materials, secure venue with appropriate DAI safety protocols in place.	approx. 1-3 by end of program (Q4-Q8).	1-3 hours of online introduction of offender to the victim.
victim group under the supervision of a District Attorney Investigator.	Activity 4.1.3 If victim is willing, secure in-person dialogues with the victim, including the completion of 10 hours of community service participation with the peer victim group.	Community-based peer victim group organization, materials for community service participation, secure venue with appropriate DAI safety protocols in place.	10 hours per quarter, Q4-Q8.	10 hours of victim reconciliation.
Objective 4.2: Develop understanding, empathy, and self- awareness sufficient	Activity 4.2.1 DAI to generate a progress report detailing objectively program protocol success.	DAI to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	<i>4 progress reports objectively describing protocol success.</i>
for the offender to accept responsibility for the hate crime objectively and subjectively.	Activity 4.2.2 Survey program participants before and after the victim reconciliation module.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 40-60% of acceptance by participants after receiving anti-bias education.

Goal 4 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
4.1.1	<u>Measure</u> : Number of letters of apology and number of participants that wrote and sent letters.	Documented date, time, venue, number of letters of apology written by program participants; Q4-Q8, minimum of 1 letter written by end of program.
	<u>Target</u> : 4 letters (1 per participant); 4 individual victims or peer victim groups reached.	
4.1.2	<u>Measure</u> : Number of online conversations and number of participants that attended.	Documented date, time, venue, number of online conversations; Q4-Q8, minimum of 1 online introduction by end of program.
	<u>Target</u> : 4 online introductions (1 per participant); 4 individual victims and/or peer victim groups reached.	
4.1.3	<u>Measure</u> : Number of community service participation hours and number of participants that attended.	Documented date, time, venue, number of hours of community service participation; Q4-Q8, minimum of 10 hours of community service participation completed by end of program.
	<u>Target</u> : 10 hours of community service participation (10 per participant); 4 individual victims and/or peer victim groups reached.	
4.2.1	<u>Measure</u> : Number of safety protocol reports generated and number of sessions attended by DAI.	Protocol reports generated by DAI at the end of program; Q4- Q8, approx. 1 report submitted by end of program.
	<u>Target</u> : 1 safety protocol report (1 submitted at end of program).	
4.2.2	<u>Measure</u> : Percentage increase in acceptance of program participants regarding change in attitude toward the group that was targeted for violence.	Surveys conducted before and after the victim reconciliation module (online introduction, dialogue, and/or community service participation); Q4-Q8, approx. 2 surveys held by end of program.
	<u>Target</u> : 40-60% average aggregate acceptance increase by participants.	

APPENDIX A: RISK MANAGEMENT PLAN

The following risk assessment chart is designed to assist in the identification of potential occurrences that would impact achieving project objectives, primarily those originating externally and that are outside of the organization's control. Risks could include, but are not limited to: economic, social, or political changes; changes to planned partnerships; legal or compliance changes; or other risks unique to this project. Use the chart below to identify these risks; add additional rows if necessary.

Risk Identified	Risk Analysis (brief assessment of the impact the identified risk could/would have on the project)	Risk Management Plan (plan to minimize the impact that the risk presents to the project and adjustments to be made if the risk transpires)	
COVID-19 variants could cause in-person trainings to be unsafe and not possible.	In-person training is the preferred modality as it is more engaging than virtual alternatives. A virtual training could result in decreased enthusiasm for registration and decreased engagement of attendees.	Program will conduct trainings virtually if in-person trainings are not possible. Trainers will be trained on online engagement strategies in order to better keep audience engaged within online modality.	
Gateways Hospital providers become unavailable due to catastrophic event, such as bankruptcy.	Change providers to another mental health treatment provider.	Good communication with Gateways Hospital during the program.	
2nd Call becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another community-based organization.	Good communication with 2nd Call during the program.	
Asian American Education Project becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another digital platform provider.	Good communication with Asian American Education Project during the program.	

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. <u>Assurances. Administrative Requirements. Cost Principles. Representations and</u> <u>Certifications</u>

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. <u>Civil Rights Act of 1964 – Title VI</u>

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C._§ 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <u>"Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov</u>.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

FY 2022 DHS Standard Terms and Conditions

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)

Fiscal Year 2021 Targeted Violence and Terrorism Prevention (TVTP) Grant Program

<u>NOTE:</u> If you are going to apply for this funding opportunity and have <u>not</u> obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, <u>are not</u> currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at:

http://www.grants.gov/web/grants/register.html Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply through Grants.gov." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. <u>Program Description</u>

1. Issued By

U.S. Department of Homeland Security (DHS), Office for Targeted Violence and Terrorism Prevention (OTVTP)/Federal Emergency Management Agency (FEMA)

- 2. Assistance Listings Number 97.132
- **3.** Assistance Listings Title Financial Assistance for Targeted Violence and Terrorism Prevention
- **4. Funding Opportunity Title** Fiscal Year 2021 Targeted Violence and Terrorism Prevention Grant Program
- 5. Funding Opportunity Number DHS-21-TTP-132-00-01
- 6. Authorizing Authority for Program Homeland Security Act of 2002, as amended (Pub. L. No 107-296) and Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 7. Appropriation Authority for Program Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 8. Announcement Type Initial
- 9. Program Category Prevention

10. Program Overview, Objectives, and Priorities

a. Overview

From its founding, one of the primary missions of the Department of Homeland Security has been to "prevent terrorist attacks within the United States." In the wake of the 9/11 attacks, DHS used this mandate to develop nationwide capabilities that help to detect and disrupt terrorist plots directed from overseas. Examples of these capabilities included stopping terrorist travel with enhanced law enforcement and intelligence capabilities and ensuring that state, local, tribal, and territorial (SLTT) governments were integrated in this mission as part of a holistic approach to preparedness. In the last decade, the terrorist threat has evolved. Domestic terrorists have caused more deaths in the United States in recent years than have terrorists connected to foreign terrorist organizations (FTOs). Domestic terrorist attacks and hate crimes sometimes overlap, as perpetrators of prominent domestic terrorist attacks have selected their targets based on factors such as: race, ethnicity, national origin, religion, sexual orientation, gender, and gender identity. In assessing the terrorist threat, the DHS 2020 Homeland Threat Assessment finds that domestic violent extremists, to include violent white supremacists, are "the most persistent and lethal threat in the Homeland." Since 2018, violent white supremacist extremists have conducted more lethal attacks in the United States than any other violent extremist movement. While lone offenders, as opposed to cells or organizations, are the most common perpetrators, lone offenders are also most often part of a broader movement and will sometimes engage in outreach with like-minded individuals abroad in order to expand their violent extremist networks. Violent white supremacist extremists' outlook can generally be characterized by hatred for immigrants and ethnic minorities, often combining these prejudices with virulent anti-Semitism, anti-Muslim, and anti-LGBTQ+ views. Additionally, FTOs such as Al-Qa'eda and ISIS continue to leverage digital communication platforms to inspire domestically-based individuals to commit terrorist attacks with little to no training and preparation. Furthermore, we have seen individuals commit or plan mass casualty attacks with no clear nexus to a violent ideology, devastating hometowns across America. The latest research continues to show that the risk factors for individuals being radicalized to violence are similar across the ideological spectrum, and that other acts of targeted violence also share many of those risk factors.

The Fiscal Year 2021 (FY21) Targeted Violence and Terrorism Prevention (TVTP) Grant Program is a critical support for the development of local prevention frameworks that address priority areas and diverse threats. These frameworks are called for by the Department's Strategic Framework and align with the Department's goal to "Counter Terrorism and Homeland Security Threats," as described in the DHS Strategic Plan for Fiscal Years 2020-2024. It builds off the <u>lessons learned and promising practices</u> from the department's past and ongoing activities and seeks to make awards to projects that will build local capacity to prevent targeted violence and all forms of terrorism.

b. Objectives

The FY21 TVTP Grant Program seeks to provide funding to implement local prevention frameworks and explore innovative approaches to preventing targeted violence and terrorism. Applications are being sought in three application tracks: Promising Practices-Single Project, Promising Practices-Multiple Projects, and Innovation. Each track, as explained in Appendix A, supports the development of local prevention frameworks in accordance with the 2019 DHS Strategic Framework. Local prevention frameworks and the approaches sought in the Innovation track support terrorism prevention objectives in the March 2021 Interim National Security Strategic Guidance, to align resources to evolving threats.

The objectives of the TVTP Grant Program align with the objectives of developing local prevention frameworks (see Appendix A for additional details):

- Raising awareness of radicalization to violence,
- Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increased communications addressing radicalization to violence,

- Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understanding the role of threat assessment and management teams,
- Ensuing members of the local community have access to multi-disciplinary threat assessment and management teams, and
- Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

The TVTP Grant Program seeks to provide funding to applications that align with these objectives and that protect privacy, civil rights, and civil liberties. Please see Appendix D for research, logic model, performance measurement, and other resources that can be referenced to design project proposals.

c. Priorities

The FY21 TVTP Grant Program has the following priorities:

- Preventing Domestic Violent Extremism
- Enhancing Local Threat Assessment and Management Capabilities
- Implementing Innovative Solutions for Preventing Targeted Violence and Terrorism
- Challenging Online Violence Mobilization Narratives

11. Performance Measures

Performance measures and metrics are identified in subparagraph (b) for each project type in Appendix B.

B. Federal Award Information

1. Available Funding for the NOFO:

See Appendix B for target award amounts for each project type. These amounts are not a minimum or maximum award, but if the applicant requests an amount that significantly deviates from the target award amount for the applicable track or project type, DHS will require the applicant to include a detailed justification.

2. Period of Performance:

Extensions to the Period of Performance are allowed; please see Section H. Additional Information, Period of Performance Extensions.

FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

3.	Projected Period of Performance Start Date(s):	10/01/2021
4.	Projected Period of Performance End Date(s):	09/30/2023
5.	Funding Instrument Type:	Grant

24 months

\$20,000,000.00

C. Eligibility Information

1. Eligible Applicants

- a. Local governments as defined by 2 C.F.R. § 200.1
- b. Federally recognized Indian tribes as defined by 2 C.F.R. § 200.1
- c. Nonprofits with 501(c)(3) IRS status
- d. Institutions of higher education as defined by 2 C.F.R. § 200.1
- e. State governments as defined by 2 C.F.R. § 200.1.

2. Applicant Eligibility Criteria

Applicants must demonstrate that they have sufficient authority and capacity to implement a project outlined in Appendix B, including the capability to engage the participants they propose to include in their projects.

All applicants must include the required elements for all applications (See Appendix C, "Contents and Format of Application"), as well as specific requirements of the projects they are proposing, including performance measures, for each project type (See Appendix B). Failure to provide a complete application or significant deviation from the requirements can cause an application to be ineligible and not reviewed or scored.

3. Other Eligibility Criteria

Privacy, Civil Rights, and Civil Liberties: Proposed projects shall not infringe on individual privacy, civil rights, and civil liberties. Applications shall describe any potential impacts to privacy, civil rights, and civil liberties and ways in which applicants will prevent or mitigate those impacts and administer their projects in a nondiscriminatory manner. Applications that describe programs projects or activities that do not appropriately protect privacy, civil rights, or civil liberties will be deemed ineligible for funding.

4. Cost Share or Match

A Cost Share or Cost Match is not required.

D. Application and Submission Information

- 1. Key Dates and Times
- a. Application Start Date:
 03/24/2021

 b. Application Submission Deadline:
 05/25/2021 5:00:00 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

DHS/FEMA will not review applications that are received after the deadline or consider these late applications for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for DHS/FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or <u>NDGrants@fema.dhs.gov</u>. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

08/31/2021

d. Anticipated Award Date:

No later than 09/30/2021

e. Other Key Dates

Event	Suggested Deadline for Completion	
Obtaining DUNS Number	Four weeks before actual submission deadline	
Obtaining a valid EIN	Four weeks before actual submission deadline	
Updating SAM registration	Four weeks before actual submission deadline	
Creating a profile and organization in ND Grants	Four weeks before actual submission deadline	
Starting application in Grants.gov	Four weeks before actual submission deadline	
Completing Application in ND Grants	One week before actual submission deadline	
Submitting the Final Application in ND Grants	By the submission deadline	

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Hard copies of the NOFO can be downloaded at <u>Grants.gov</u> or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with <u>login.gov;</u>
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. Submit the final application in ND Grants, including electronically signing applicable forms; and
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting <u>askcsid@fema.dhs.gov</u> and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Organizations must also have a Grants.gov account to apply for an award under this program. Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines. Complete organization instructions can be found on Grants.gov here: https://www.grants.gov/web/grants/organization-registration.html.

If individual applicants are eligible to apply for this grant funding opportunity, refer to: <u>https://www.grants.gov/web/grants/applicants/registration.html</u>.

b. Obtain a DUNS Number:

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html</u>

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit <u>https://gsa.gov/entityid</u>.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <u>https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online</u>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: <u>https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3</u>.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <u>https://www.sam.gov/SAM/pages/public/loginFAQ.jsf</u>.

e. *Register with SAM:*

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html</u>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <u>https://www.fsd.gov/fsd-gov/home.do</u> or call toll free (866) 606-8220.

f. Create a Grants.gov Account:

The next step in the registration process is to create an account with Grants.gov. Applicants must know their organization's DUNS number to complete this process.

For more information, follow the on-screen instructions or refer to: https://www.grants.gov/web/grants/applicants/registration.html.

See also Section D.8 in this NOFO, "Submitting the Final Application in ND Grants," for instructions on how to register early in ND Grants.

i. Add a Profile to a Grants.gov Account:

A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/add-profile.html</u>.

j. EBiz POC Authorized Profile Roles:

After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the Authorized Organization Representative (AOR) role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html</u>.

k. Track Role Status:

To track your role request, refer to: https://www.grants.gov/web/grants/applicants/registration/track-role-status.html.

I. Electronic Signature:

When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to: https://www.grants.gov/web/grants/applicants/workspace-overview.html

a. Create a Workspace:

Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

b. Complete a Workspace:

Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

c. Adobe Reader:

If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: <u>https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html</u>

d. Mandatory Fields in Forms:

In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

e. Complete SF-424 Fields First:

The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

f. Submit a Workspace:

An application may be submitted through workspace by clicking the "Sign and Submit" button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package <u>at least 24-48 hours prior to the close date</u> to provide you with time to correct any potential technical issues that may disrupt the application submission.

g. Track a Workspace:

After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking

number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

h. Additional Training and Applicant Support:

For additional training resources, including video tutorials, refer to: <u>https://www.grants.gov/web/grants/applicants/applicant-training.html</u>

Grants.gov provides applicants 24/7 (except federal holidays) support via the toll-free number (800) 518-4726, email at support@grants.gov and the website at https://www.grants.gov/support.html. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact <u>ndgrants@fema.dhs.gov</u> or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the <u>SF-424 family on Grants.gov</u>. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXX) from Grants.gov with the successful transmission of its initial application. This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <u>https://www.grants.gov/web/grants/forms/sf-424-family.html</u>.

I. GRANTS.GOV

- SF-424, Application for Federal Assistance, initial application submitted through Grants.gov
- Grants.gov Lobbying Form, Certification Regarding Lobbying, submitted through Grants.gov

II. ND GRANTS

- SF-424A, Budget Information (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424C, Budget Information (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424D, Standard Assurances (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities, submitted via the forms generated by ND Grants
- Indirect Cost Agreement or Proposal, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.12 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal

might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Application Forms and Information

- Project Narrative, submitted as a single attachment in ND Grants. The Project Narrative has the following components:
 - Cover Page
 - o Body
 - Appendices

See Appendix C for detailed instructions on completing the Project Narrative.

• See also Appendix E for a budget worksheet example.

11. Other Submission Requirements

For additional information and formatting instructions see Appendices C and E.

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. **DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs are NOT Allowed

c. Management and Administration (M&A) Costs

M&A costs are allowable by the recipient up to 5% of the award. M&A activities are those defined as directly relating to the management and administration of TVTP funds. M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes; and responding to official informational requests from state and federal oversight authorities.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. Other Direct Costs

Planning, training, organization, exercises, and domestic travel are allowed under this program.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

DHS will review applications submitted in three application tracks, based on project type. Applications will be scored on the following merit criteria and will be assigned points up to the maximum number of points listed for the below criteria for a total maximum score of 100 points. Please Refer to Appendix C for a detailed description of the required elements associated with the below scoring criteria.

Needs Assessment

15 Points

Applicants will conduct a needs assessment as described in Appendix C. Applicants must describe the current local prevention framework or activities in the relevant localities that may become part of a local prevention framework as a result of the applicants' proposed project. Applicants should also demonstrate how the proposed project(s) move their locality/target population from the current state to their goal state. In order to receive the maximum number of points applicants will outline activities from a broad range of stakeholders in their planned area of performance in determining their needs and currently available resources.

Applicants must outline:

- The target population for services (the group of individuals that are expected to use the proposed program) and the estimated number of people in that target population 10 points
- An inventory of other programs that currently serve the target population 5 points

Program Design and Implementation and Measurement Plan 45 points

The program design is a critical part of the application that demonstrates the degree to which applicants understand how their proposed work will have an impact in preventing targeted violence and terrorism. The Implementation and Measurement Plan is the applicant's opportunity to demonstrate the details of their program design as well as capacity of program design, program management, and understanding of performance measurement and reporting. Each application will be scored on the quality of their Implementation and Measurement Plan in accordance with the DHS Template. To receive the maximum number of points, applicants should complete the template in a logical way that, when used in reporting progress to DHS, conveys the most meaningful aspects of their programs. To receive the maximum number of points:

- Applications will include all of the elements of the Program Design, as described in Appendix C, including a problem statement, program goals and objectives, and a logic model/theory of change. 10 Points
- Demonstrate a clear connection between their problem statement, program goals/objectives, logic model and theory of change such that it conveys a program that has the best chance of achieving the intended results. 10 Points
- Demonstrate capacity to execute the program as designed and a clear understanding of performance measurement 5 points.

Clearly outline their project goal state and target population as described in their needs assessment. -5 points

Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes. (5 points)

• Appropriately craft performance measures that define what constitutes the success of each activity as well as a corresponding data collection method and timeframe based on required performance measures by project as identified in Appendix B. – 10 points

• As outlined in Federal Award Administration Part 2. Administrative and National Policy Requirements, Protection of Human Subjects in Research and Appendix B, certain project types and their respective required performance measurements will meet the federal definition for research and human subject research and therefore require an IRB determination from an IRB and DHS. Such applicants should incorporate this determination process into their IMP and submit a DHS determination request form with their application.

Organization and Key Personnel

Applicants are required to describe their organization and the key personnel that will work on the project. To receive the maximum number of points, applicants will provide:

- Details that indicate how the organization is poised to deliver the intended outcomes of their projects though past successes in prevention or related work and how the key personnel have sufficient subject matter expertise to accomplish the project.
- Projects utilizing partners to carryout significant portions of the project should include a detailed description the partner's experience and capability as well as a letter of support or similar documentation in order to be highly scored in this category.

Sustainability

Applicants are required to describe how the activities and capabilities in their proposed project will be sustained following the end of the period of performance. To receive the maximum number of points applicants will outline:

- A feasible plan to sustain all the capabilities developed by their project permanently without Federal funding. 10 Points
- How the proposed project fits into the larger mission of the organization and therefore the likelihood it will be maintained beyond the period of performance. 5 Points
- Applicants who have previously received an award under Assistance Listing 97.132 (CVE and TVTP Grant Programs) will be required to describe how their proposed project complements their past award and why the additional funding is necessary for building a local prevention framework in their community.

Budget Detail and Narrative

The budget detail will be evaluated to determine if the proposed costs are reasonable and well supported by the budget narrative. In order to receive the maximum number of points applicants will propose an efficient, realistic budget, and if applicant deviates significantly from the target award funds associated with each project, the narrative will include a reasonable justification for the deviation.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or

15 Points

15 Points

10 Points

financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

d. Security Review

Using a risk-based approach, DHS will conduct a security review of nonprofit applicants, excluding institutions of higher education, with scores in the top tier of applications to ensure that funds will be used for their intended purpose and that recipients are not known to engage in activities that raise security concerns or are otherwise contrary to the purpose of the program. DHS will use certain Personally Identifiable Information (PII) submitted by applicants as part of the application process in ND Grants and Grants.gov to query national security databases.

Additionally, if derogatory information is found through these queries, DHS may conduct additional searches using publicly available information to identify controlling individuals of the organization, including key employees and board members of the organization not otherwise identified in the grant application or materials accompanying submissions. DHS will review potentially derogatory information as well as any mitigating information in determining if any security risk exists. DHS grant awards are inherently discretionary, and DHS will not make awards in cases when there is a credible security risk. Other than not being considered for an award, no adverse action will be taken against an applicant if they are disqualified for receiving an award under this opportunity because of the security review. **By submitting an application under this funding opportunity, applicants consent to undergoing this security review.** DHS has published a <u>Privacy Impact Assessment</u> (PIA) describing this process in more detail. Prospective applicants should review that document.

2. Review and Selection Process

OTVTP will review applications submitted by the deadline against the eligibility criteria in Section C. Each application deemed eligible will be reviewed and scored by two subject matter experts (SMEs) with expertise in terrorism, targeted violence, prevention, or related subjects. The SMEs scoring each application will confer to come to a consensus score with notes for each application.

OTVTP will convene a panel of SMEs drawn from OTVTP and/or other DHS or interagency Federal partners to review the top scoring applications. The panel will review applications by application track and project type identified in Appendix B. If, in the opinion of the panel, there are not sufficient quality applications in a given project type, no awards will be made in that project type. The panel will develop a recommendation on which projects, or portion of projects, to award based on the quality of the application (i.e., its scores) and some or all of the following additional factors:

- Meeting the priorities and objectives identified in Section A and Appendix A;
- achieving diversity in project type while avoiding duplication of effort;
- achieving geographic diversity (to include regions as well as type (e.g., urban, suburban, rural));
- achieving diversity in eligible applicant type; and
- maximizing the use of funds.

The panel's recommendations shall provide a listing of projects for award that will account for the entire amount of funds available under this opportunity and a reserve list of awards totaling approximately 20% of the total available funding. The reserve list will be used to replace applications removed from consideration due to negative findings in the financial integrity reviews described in paragraphs 1.b. and c. of this section, the security review described in paragraph 1.d. of this section, or if a selected application fails to accept an award within the time period indicated in Section F.

The Director of OTVTP in coordination with the FEMA Assistant Administrator, Grant Programs Directorate will provide the recommendations of the panel to the DHS Under Secretary for Strategy, Policy, and Plans for final award determination. The Under Secretary may review additional information pursuant to the security review and may also consider other factors in making their final award determination.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all** conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u> along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: <u>DHS Standard</u> <u>Terms and Conditions</u>.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the <u>National Preparedness Goal</u>, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving <u>federal financial assistance</u> from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the <u>DHS Standard Terms</u> and <u>Conditions</u>. Additional information on civil rights provisions is available at <u>https://www.fema.gov/about/offices/equal-rights</u>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the <u>FEMA.gov EHP page</u>, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

d. Privacy of Project Participants

DHS takes seriously its responsibility to protect the privacy of individuals in all of its activities. In addition to abiding by the "Best Practices for Use and Collection of Personally Identifiable Information (PII)" included in the DHS Standard Terms and Conditions, recipients of a grant under this program shall limit the collection of PII to only the information necessary to implement their project. Recipients shall not transmit PII of program participants to DHS. In the collection of information for the purposes of measuring performance, program evaluation, and meeting DHS reporting requirements, data should be aggregated or anonymized prior to transmittal.

e. Protection of Human Subjects in Research

Successful applicants must meet all DHS and U.S. Department of Health and Human Services (HHS) requirements regarding research involving human subjects. These

requirements can be found in 45 C.F.R. Part 46, Subparts A-D. Subpart A of 45 C.F.R. Part 46 codifies the Federal Policy for the Protection of Human Subjects (also known as The Common Rule) which represents the basic foundation for the protection of human subjects in most research conducted or support by U.S. Federal departments and agencies. Certain project types, as outlined in Appendix A, require evaluation work that may meet the definition of research and may require the grantee to receive approval from an Institutional Review Board (IRB) prior to collection of information. Any project collecting information from minors MUST have approval from an IRB prior to initiating work with minors. DHS IRB determination guidance and request form are provided with the application requirements. Successful applicants will incorporate an IRB determination review process into their program design where relevant. OTVTP will assess whether or not an IRB determination will be required during the application review process.

f. Implementation and Measurement Plan

Applicants are required to submit an Implementation and Measurement Plan (IMP) as part of their application narrative. Recipients under this program will be required to have their IMP approved by OTVTP prior to beginning performance. Receiving an award under this program does not constitute final approval of their IMP.

g. Evaluation

By accepting award, all recipients agree to participate in an evaluation of this grant and to follow all related protocols established by DHS, which may include analysis of the effects on individuals and providing access to program operating personnel and participants, as specified by the evaluator(s) including after the period of performance.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Recipients must file the FFR electronically using the Payment and Reporting Systems (<u>PARS</u>).

II. FFR Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

1. Report Procedure and Contents

Programmatic performance reports are submitted through ND Grants and emailed to the assigned Program Analyst. The reports shall include:

- Narrative description of activities during the reporting period including
 - o Issues or challenges identified
 - An assessment of whether the project is on track to meet its timeline and outcome goals.
- Information collected in accordance with their approved Implementation and Measurement Plan (IMP) with the progress reporting for the covered reporting period. Each approved IMP will include the required performance measures identified in paragraph b. for each project type in Appendix B.
- Detailed data on project outputs in a format to be prescribed by OTVTP.

2. Programmatic Reporting Frequency

Programmatic reports are due on a quarterly basis (please see above chart indicating reporting periods and due dates). For the programmatic report due for the last quarter before the end of the POP, the recipient must include a qualitative narrative summary detailing all accomplishments of the grant to date; the impact of those accomplishments; and underlying data to support the narrative. OTVTP will review the report for sufficiency and provide any necessary feedback for what needs to be submitted in the final programmatic report after the POP ends, which shall be submitted within **120 days after** the end of the period of performance as described below and per 2 C.F.R. § 200.344(a).

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <u>https://www.gao.gov/yellowbook/overview</u>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <u>http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f</u>.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, OTVTP and FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit OTVTP and FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to OTVTP and FEMA requests for information relating to the award.

Effective monitoring and oversight help OTVTP and FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

OTVTP and FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, OTVTP and FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in

that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The DHS OTVTP is the overall programmatic lead for the TVTP Grant Program; for questions related to project design, and other programmatic required elements of the program please contact the office via email at <u>TerrorismPrevention@hq.dhs.gov</u>

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to <u>FEMA-CivilRightsOffice@fema.dhs.gov</u>.

d. Environmental Planning and Historic Preservation

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with <u>Grants.gov</u>, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at <u>support@grants.gov</u>.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>

c. Payment and Reporting System (PARS)

FEMA uses the <u>Payment and Reporting System (PARS)</u> for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email <u>ask-GMD@fema.dhs.gov</u>.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. § 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Implementation and Measurement Plan and as approved by DHS.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to DHS for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's <u>Guidance on</u> <u>Planning for Integration of Functional Needs Support Services in General Population</u> <u>Shelters</u>.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level passthrough entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when

those former employees worked on such activities while they were employees of the nonfederal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development <u>and</u> execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 - 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of

conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The nonfederal entity must disclose in writing any potential conflicts of interest to FEMA or the passthrough entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <u>https://www.gsa.gov/resources-for/programs-for-State-and-local-governments</u> and <u>https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments</u>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its OTVTP Program Analyst or FEMA Grants Management Specialist.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for <u>at least</u> three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient

does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for three years after final disposition of the property. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The record retention period will be extended if the recipient is notified in writing of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate. See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges;

administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. § 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of

prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the <u>Federal Audit</u> <u>Clearinghouse</u> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(b) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(c).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete SF-1199A, Direct Deposit Form.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations

- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

- 1. Involving people in the development of national preparedness documents.
- 2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Disclosure of Application Materials

When submitting your application, Grant Applicant should identify any copyrighted materials, trade secrets, commercial or financial information, with a suitable notice or legend in the submissions set forth herein. Provided you, the Grant Applicant, provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this NOFO, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Grant Applicant agrees to identify any information in such application or communication it considers to be commercial or financial information that the Grant Applicant customarily keeps private or closely-held.

Following the close of the application period, DHS will release a listing of all entities that have applied for a grant pursuant to this NOFO, including the following information: Application Number, Application Track, Project Type, Organization Name, Amount of Funds Requested, City, State, and Organization Type. After final awards are made under this opportunity and awardees have been identified, notified, and publicly released, DHS will release the applications of all awarded grant projects with the exception of Personally Identifiable Information, and information determined to be law enforcement sensitive or proprietary in nature, including financial and commercial information noted above, following consultation with each recipient. DHS plans to withhold unsuccessful applications in full.

If DHS receives a request for any Grant Applicant Data provided to DHS as a result of this NOFO (e.g., Freedom of Information Act), DHS will provide Grant Applicant with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Grant Applicant a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed statement of the reasons for which its disclosure objections are not sustained. DHS will provide Grant Applicant with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure date, in

order that the matter may be considered for possible judicial intervention. DHS will notify Grant Applicant promptly of all instances in which requesters have brought suit seeking to compel disclosure of Grant Applicant Data.

12. Appendices

- A. Goals, Objectives, and Outcomes
- B. Application Tracks and Project Types
- C. Contents and Format of Project Narrative
- D. Research and Resources
- E. Budget Template

Appendix A: Goals, Objectives, and Outcomes

On September 20, 2019, DHS released its <u>Strategic Framework for Countering Terrorism and</u> <u>Targeted Violence</u> (CTTV). The Framework's third goal, "Prevent Terrorism and Targeted Violence," outlines the Department's approach to the prevention of targeted violence and terrorism. This approach is focused on the establishment and expansion of locally-based prevention frameworks. Goal 3 of the CTTV explicitly calls out DHS grant funding as a mechanism to accomplish this goal.

The Department's Office for Targeted Violence and Terrorism Prevention (OTVTP) is tasked with equipping and empowering local efforts that prevent individuals from radicalizing to violence and to intervene with individuals who have (or are) radicalizing to violence. Radicalizing to violence is the process wherein an individual comes to believe that the threat or use of violence is necessary – or justified – to accomplish a goal. OTVTP is focused on ensuring prevention programming is institutionalized at the local level across the country. In engaging the whole of society at the local level, OTVTP seeks to ensure that vulnerable populations are protected. The primary goal of this grant program, therefore, is to establish and enhance locally-based prevention frameworks and programs. In doing so, this grant program directly supports the implementation of Goal 3. The following grant-related objectives, outcomes, and outcome indicators align with the objectives found in Goal 3 of the CTTV.

A local prevention framework is a flexible model that attempts to reach all segments of the local society to ensure a variety of objectives are met. Achieving this framework requires significant and continued stakeholder engagement at the state and local level to build transparent and trusted relations among the whole of society. Such relationships reduce risk, enhance resilience, ensure information sharing, and fulfill requests for service. Building and sustaining these relationships is therefore a core goal of all prevention frameworks.

Each community is unique – with different resources, population compositions, infrastructures, political climates, local needs, and relationship challenges. Local dynamics may impact the reception, support, and success of prevention programs. These local dynamics are key to building a local prevention framework that is supported by residents.

Goal of the TVTP Grant Program: Establish, expand and/or enhance local targeted violence and terrorism prevention frameworks.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like.

- Outcome: Increase societal awareness of targeted violence, terrorism and the process of radicalization to violence.
- Outcome: Increase media literacy and online critical thinking initiatives.
- Outcome: Increase skills in identifying and avoiding narratives related to recruitment and mobilization to violence

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- Outcome: Increase individual resilience to make populations less susceptible to risks of targeted violence and terrorism.
- Outcome: Increase resilience to narratives on recruitment and radicalization to violence.
- Outcome: Increase digital awareness-raising campaigns for conflict resolution and/or reduction of inter-group tensions.
- Outcome: Increase digital awareness-raising campaigns promoting social capital, sense of belonging, and feeling of security.
- Outcome: Increase narratives challenging recruitment/terrorism narratives.
- Outcome: Increase digital awareness-raising campaigns challenging targeted violence and terrorism.

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- Outcome: More jurisdictions/regions adopt comprehensive prevention frameworks to govern their prevention activities.
- Outcome: Increase access to threat assessment and management services.
- Outcome: More communities have programming to enhance resilience to targeted violence and terrorism narratives.
- Outcome: Enhanced social cohesion programs supporting prevention efforts aimed at targeted violence and terrorism, inter alia.

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- Outcome: Increase engagement with individuals online with risk-factors for targeted violence and terrorism.
- Outcome: Enhanced capability to directly resolve risk factors with individuals engaged online.
- Outcome: More effective mechanisms for local citizens to refer and connect individuals with risk factors to online or offline intervention capability.

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

• Outcome: Referring and connecting individuals with risk factors to online or offline intervention capability.

Objective 6: The local community has a variety of programs (e.g, service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

- Subobjective: Communities develop and implement recidivism reduction programming to address individuals convicted of crimes related to terrorism and targeted violence or who become at-risk for terrorism and targeted violence while in correctional facilities.
 - Outcome: State and local correctional facilities establish programs to provide services and resources to inmates and returning citizens with a conviction for a targeted violence or terrorism related offense.
 - Outcome: State and local correctional facilities develop mechanisms to assess risk of targeted violence or terrorism in their populations.
 - Outcome: State and local correctional facilities address drivers of radicalization in their facilities.
 - Outcome: State and local probation and parole authorities establish programs to provide resources with individuals with a conviction for a targeted violence or terrorism related offense or who are at-risk to commit targeted violence or terrorism.

Appendix B: Application Tracks and Project Types

DHS seeks to fund proposals from this announcement to assist in the development of local prevention frameworks through three application tracks:

- 1. **Promising Practices: Multiple Projects.** 1) This track will fund multiple prevention programs to enhance or expand an existing local prevention framework that reaches all segments of their locality, or 2) to establish a new local or regional prevention framework. This is the only track that allows for multiple projects types in a single application. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track. Applicants in this track have already met one or more of the Objectives of a local prevention framework as outlined in Appendix A.
- 2. **Promising Practices: Single Project.** This track will fund specific prevention programs from discrete categories (see below) that have been previously implemented either locally or in other parts of the U.S. as part of a local prevention framework. It is expected that these programs will support either existing or future local prevention frameworks. Applicants in this track are required to 1) identify the practice they are modeling their proposal on, 2) identify and provide any previous assessments or evaluations on the practice, and 3) identify any changes in the project's theory of change from the practice they are implementing. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track.
- 3. **Innovation:** This track is for projects that approach the broader goal of targeted violence and terrorism prevention in new or untested ways. This can include 1) a different theory of change for a "Promising Practices" project or 2) a new theory of change that has not been previously implemented. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track.

All applicants seeking funds under this announcement should indicate clearly which one (1) track/project type they are applying to and adhere to the requirements and other guidance provided in each track/project description.

Each project contains a target funding level; this is neither a maximum nor a minimum.

Applicants are encouraged to build a budget that best reflects the lowest cost to accomplish their project, considering among other things the size of their proposed audience, local cost of living, prevailing wages, or costs of procuring necessary services. The needs assessment described in Appendix C should identify if there are resources in other programs that can be leveraged to lower the cost to the federal award. While all projects should contain a clear estimation of the size of their audience and other factors impacting their budgets, proposed projects that request an award amount that deviates more than 50% from the target award amount listed must include a clear justification for the deviation in the budget narrative submitted with their application.

All projects require the recipient to gather and report to DHS on specific program monitoring measures, or in some cases, identify performance measures that align with the goal, objectives, and outcomes in Appendix A. Upon award, DHS will provide additional guidance to grantees clarifying expectations around program monitoring measures and grantees, by virtue of applying, agree to meet DHS' expectations for data collection. Applicants should refer to Section F "Privacy of Project Participants" and "Protection of Human Subjects in Research" when designing their data collection methods; adherence to these provisions helps ensure that project participants are properly protected in accordance with federal laws and regulations and any applicable state, tribal, or local laws.

Promising Practices-Multiple Projects Track

Project Type Description: DHS seeks applicants to propose the formation of an integrated local prevention framework. Such a framework should provide a comprehensive approach to:

- 1. Raising awareness of radicalization to violence,
- 2. Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- 3. Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence,
- 4. Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understand the role of threat assessment and management teams,
- 5. Ensuring members of the local community have access to multi-disciplinary threat assessment and management teams, and
- 6. Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

Successful applicants will describe how the various activities included in their funding request will support a comprehensive approach that is in alignment with the Strategic Framework for Countering Terrorism and Targeted Violence. Entities that require participation of other organizations will include sufficient evidence that there is support for such work through letters of support, letters of intent, or memoranda of understanding.

- 1. Required Program Monitoring Measures:
 - a. All required performance measures for projects from the "Promising Practices Track" that are proposed.
 - b. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- 2. Anticipated Award Range: \$100,000 to \$750,000. The requested amount should be broken down by each project included in the application. The budget narratives should

consider the guidance on the target award amounts of the included projects and include well supported costs associated with operating other activities proposed. Applicants are also required to provide an assessment of the severability of the proposed projects and rank order the projects by priority in the event there is not sufficient funding to fund the entire proposal.

Promising Practices-Single Project Track

Track Description: Eligible entities may request funding to implement a prevention project that has already been implemented in another local community – or expand an existing program to a new or larger target population. Each of these project types can assist state, tribal, and local partners as well as nonprofits and institutions of higher education build basic prevention capabilities in their communities or fill a specific gap in capabilities. These projects are organized by the local prevention framework objectives.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like

- 1. Raising Societal Awareness,
 - a. Eligible entities may apply for funding to develop and deliver awareness training for community members (law enforcement, service providers, faith leaders, and other audiences). Applicants may also apply for programs that use a "train-the-trainer" model to train members of the community to provide awareness training themselves. Training shall focus on risk factors for radicalization to violence. DHS has an existing training curriculum available for the public and law enforcement (this curriculum, the Law Enforcement Awareness Briefing (LAB), is a *train-the-trainer* model). Existing DHS awareness briefings can be customized for local needs. Applicants may propose specific training development and delivery to specialized audiences such as faith groups, schools, workplaces, etc.
 - b. Required Program Monitoring Measures:
 - a. Number of training session conducted.
 - b. Number of participants at each training session.
 - c. Aggregated level demographic information of participants.
 - d. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$150,000
- 2. Media Literacy and Online Critical Thinking Initiatives

a. Eligible entities may apply to develop and deliver media literacy/online critical thinking education as part of standalone classes or integrated into a larger curriculum. Topics covered in proposed curricula shall include understanding bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals and groups. Applicants should describe the main themes of lesson plans that will be included in the proposed curricula.

Successful applicants will demonstrate ready access to the target population for the curricula such as school, school district, college/university, community learning center, or other entity with access to an appropriate target population with a letter of support/intent from a school.

- b. Required Program Monitoring Measures:
 - i. Number of participants enrolled in course.
 - ii. Number of participants who complete course.
 - iii. Aggregate level demographic information on participants.
 - iv. Aggregated data on results of skills-based tests.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$100,000

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- 3. Civic Engagement
 - a. Eligible entities may apply for funding to build or expand programs that encourage community engagement, education, and resilience against radicalization to violence. Applicants for this project must describe how the intended activities will address early-stage radicalization to violence through coordination and engagement activities that reduce community vulnerability to associated risk factors or enhance protective factors. Applicants must describe how intended outcomes seek to increase community resilience to radicalization to violence through the understanding of threat prevention, improved social cohesion, reduced inter-group tensions, or reduced youth vulnerability.
 - b. Required Performance Measures
 - i. Number of community engagement events.
 - ii. Number of participants at community engagement events.
 - iii. Aggregate level demographic information on participants.
 - iv. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award

- c. Target Award Amount: \$50,000
- 4. Youth Resilience Programs
 - a. Eligible entities may apply for funding to establish or expand programming to develop protective factors in youth. Examples of protective factors include social capital, sense of belonging, and feelings of security. Applicants must address the development and implementation of programs that target the reduction of risk factors to violence, including leadership, mentorship, employment skill building, or civic engagement. [NOTE: Minors are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].
 - b. Required Program Monitoring Measures:
 - i. Number and type of engagements/services provided.
 - ii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
 - c. Target Award Amount: \$75,000

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- 5. Threat Assessment and Management Teams
 - a. Eligible entities may apply for funding to develop a threat assessment and management capability. This capability must include training for practitioners, development of protocols for handling referrals, and work with individuals with risk factors for targeted violence and terrorism.
 - b. Required Program Monitoring Measures:
 - i. Number of members of threat assessment and management team including professional background or other organizational affiliation (e.g., school counselor, faith leader, etc.).
 - ii. Information regarding how often team meets and for what purpose
 - iii. Number of cases opened including:
 - a. Identified risk factor(s)
 - b. Identified behavioral changes
 - c. Identified extremist ideology (if any)
 - d. Specific grievance (if identified)
 - iv. Number of referrals for outside services including service type (e.g., mental health, substance abuse, job skills, housing assistance)

- v. Case status: (active, in progress, closed).
 - a. If "closed," outcome of case (e.g., resolved, referred to law enforcement, etc.).
- vi. Anonymized case studies illustrating the threat management process
- vii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$300,000

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- 6. Bystander Training
 - a. Eligible entities may apply for funding to deliver Bystander Training in their local community. If applicants propose developing training, topics covered in the curricula shall include risk factors, behavioral changes, and provide a locally-relevant list of services or contact information for providers to make referrals. Applicants should describe the main themes of the training that will be included in the proposed curricula. Successful applicants will demonstrate ready access to their target population.

DHS also has an existing training curriculum that may be used that aims to enhance the ability of individuals to recognize signs of radicalization to violence and, when safe to do so, take appropriate steps to engage with individuals in their social, family, or professional circles to provide them with assistance, refer them to other resources or services, or refer them to law enforcement if there is a risk of imminent harm. The training curriculum can be provided during the application period upon request. The training has a section that is customizable and minor modifications can be made with prior approval. Successful applicants will propose their intended target audience(s) and how they will engage individuals to participate. The training is appropriate for a general adult audience, and DHS seeks applications that will provide it to a general audience, as well as applications that propose audiences that may have a force-multiplying factor, such as professionals who engage with populations with risk factors for violence.

- b. Required Program Monitoring Measures
 - i. Number of participants who received training.
 - ii. Aggregate level demographic information of participants.

- iii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$100,000
- 7. Referral Services
 - a. Eligible entities are invited to apply for funding to establish or expand a referral service (telephone, text, app, online, etc.) to address crises with callers, assessing whether they have risk factors for targeted violence or terrorism, and providing resources and referrals to individuals seeking help.

Successful applicants will have an implementation plan that describes the methods for training hotline counselors, establishing protocols for referring callers for additional assessment and management resources or to law enforcement if there is an imminent threat of harm, and a description of where individuals will be referred.

- b. Required Program Monitoring Measures:
 - i. Number of calls, by type of call
 - ii. Number of individuals referred to additional services
 - iii. Number of callers referred for threat assessment and management
 - iv. Number of calls referred to law enforcement.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$150,000

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

- 8. Recidivism Reduction and Reintegration
 - a. Eligible entities are invited to apply for funding to develop institutional or community-based recidivism reduction and reintegration programs, to reduce risk factors and promote protective factors in individuals re-entering society, following release, and in probation or deferral programs. Applications should describe the risk factors they will examine and how they will select individuals for participation in the programming and the services to be provided (For example, individuals who have previously committed hate crimes). The application should also describe the assessment tools and other methods they will use to measure progress of individuals through the program
 - b. Required Program Monitoring Measures

- i. Number of individuals recommended for violence rehabilitation program(s).
- ii. Number of individuals enrolled in violence rehabilitation program.
- iii. Number of individuals that completed violence rehabilitation programming.
- iv. Status of cases (active, in progress, closed). If "closed," outcome of case (e.g., resolved, referred to law enforcement, USAO, etc.).
- v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$200,000

[NOTE: Prisoners are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].

Objective 6: The local community has a variety of programs (e.g. service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

Innovation Track

DHS seeks to continue to spur innovation in prevention by soliciting applications for new project ideas that can enhance prevention capabilities in local prevention frameworks. Any projects that meet one of the six local prevention framework objectives are eligible, especially projects that implement one or more of the priorities in Section A. All applicants must specify which local prevention framework Objective their proposed project will meet. Projects in this category should still have a well-developed theory of change but have not yet been implemented in the U.S. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track and anticipates making awards in the range of \$300,000.00 to \$750,000.00.

Required Performance Measures: Measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.

Appendix C: Contents and Format of Project Narrative

Applications must include a detailed narrative about the project being proposed. The Project Narrative is submitted as a single attachment to the application in ND Grants. It serves as the primary document that DHS reviews and scores. There is no government form for this document.

The Project Narrative consists of a *cover page, body,* and *appendices*. The page limits for the body are based on which track the application is being submitted to: Promising Practices: Single Project Track – 5 pages Promising Practices: Multiple Project Track —10 pages Innovation Track – 15 pages

The **cover page** must clearly show:

- The name of the entity applying
- The primary location (city/county and state/D.C./territory) of the applicant and the location(s) of activities (if different)
- The name of the application track
- The name of the project type (or types if applying in Promising Practices: Multiple Project Track)
- The amount of funds requested
- Project abstract, approximately 200 words, suitable for public release, describing the core elements of the proposed project

The **body** of the Project Narrative shall include the following numbered sections (please use the same numbers in the submitted narrative):

1. Needs Assessment

A needs assessment is a systematic approach used to identify capacity and gaps between current conditions and desired outcomes. A needs assessment helps to clarify and improve program design and implementation by helping applicants focus on how their proposal will help their community. While there are multiple ways to undertake a needs assessment, specific information that must be included in a proposal for funding are:

- The target population for services (the group of individuals that are expected to use the proposed program)
- The estimated number of people in that target population
- An inventory of other programs that currently serve the target population

A needs assessment should be able to identify other services that are available to the target population including how they are similar/different to the proposed project. If this proposal is to expand capacity of an already existing program, please note that here.

2. Program Design

Please describe the how the proposed program is designed. This design should include the following specific information:

• *A problem statement*: This is a clear description of the issue, challenge, or need the program seeks to address and serves as the program focus based on the FY2020 Targeted Violence and Terrorism Prevention Grant Program objectives outlined in Appendix A of this announcement.

• Program goals and objectives:

• Goals: Visionary long-term statements that are not resource dependent but should explain how this program supports the Department of Homeland Security's Strategic Framework for Countering Terrorism and Targeted Violence

• Objectives: Specific, measurable, achievable, relevant, and time-bound (SMART). Objectives are statements of the conditions the program is expected to achieve within the timeframe of the grant and using the resources provided.

• Logic model: A logic model is a tool to systematically document – and visually represent – program investments, activities, desired results, and the relationship between them. The creation of the logic model is a critical step for both program design and performance management. This is the model that states how – and why – the program will work to achieve objectives and goals. A logic model will visually demonstrate how inputs lead to activities, which lead to outputs, which lead to short-term outcomes, and finally result in long-term outcomes. Logic models must include the following:

• *A theory of change*: a brief statement that ties the logic model together by summarizing why, based on evidence and consideration of other possible programs, the changes described in the logic model are expected to occur. These are often written as "if/then" statements that link existing conditions to desired changes. If there is previous research/evidence to support the theory of change, it should be included here.

• Short- and Long-term outcomes:

• *Short-term Outcomes*: Short-term outcomes describe the immediate effects of the program (such as raising awareness, increased knowledge, changed attitude, changed behavior, etc.). Short-term outcomes are typically linked to program objectives. Applicants that include the optional performance measures will receive additional points.

• *Long-term Outcomes:* Long-term outcomes refer to the desired end-state (ultimate results) of the program – the program goals.

Outputs: The direct, tangible results of program activities. They are (often) easy to count (e.g., the number of people trained, the number of briefings held, etc.).
 Activities: The actions/events undertaken by the program to produce a desired outcome. Activities often have a clear link to the problem statement.

• Inputs: The resources invested to start and maintain program

implementation. These include financial resources, time, personnel, materials, supplies, etc. Inputs affect the scope of the program, the number of activities, and what outputs and outcomes are achievable.

• Contextual factors and underlying assumptions: What conditions, stakeholders, funding, or other factors are inherent to the program design and execution and may or may not influence program success. How are these factors being accounted for in the design and how the program may be evaluated?

• Likelihood of Success: Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes.

3. Organization and Key Personnel

Describe your organization and the key personnel who will be working on the project. Include details on how the expertise of the key personnel will be used to carry out the project. If necessary include position descriptions when the personnel have not yet been hired. Changes in key personnel are permissible, but need to be communicated to OTVTP, if it is anticipated key personnel will depart prior to the period of performance commencing, only include information about the position and qualifications for the position. Resumes/CVs for key personnel should be included as attachments.

4. Sustainability

Please include a discussion of how the capabilities of your proposed project will be sustained following the period of performance.

5. Budget Detail and Narrative

The applicant must present a budget that identifies and explains all direct and indirect costs. These costs and all other expenses must be presented in a table format following the template in Appendix E. The budget portion of the application narrative should be a combination of a narrative and completed table.

Appendices

A. Completed Implementation and Measurement Plan (IMP) Template

The completed <u>IMP Template</u> must include the required performance measures indicated for each project type. The IMP will allow recipients to:

• Plan your project by outlining the activities to be accomplished, timeframes, and resources needed (personnel, equipment, meeting space, et.al.), and how project results will be sustained.

• Manage implementation of your project by enabling you to track implementation against expectations.

• Report quarterly on your progress in implementing the project.

• Assess outcomes by identifying the indicators and data you will use to assess level and type of outcomes achieved, the data collection methods to be used, and timeframes for collecting data, noting that some indicators may require collection of baseline data at the start of the project for comparison.

B. Resumes/CVs of Key Personnel

Include resumes/CVs of Key personnel, including but not limited to anyone engaged in training, engaging with project audiences/participants, conducting threat assessments, or managing the project.

C. Documentation of Commitment/Support

Please include letters of commitment or support (or other documentation such as Memorandum of Understanding/Agreement) of any outside entities or senior officials of agencies or jurisdictions described in your application that are critical to the success of the project.

D. Letters of Recommendation (Optional)

Applicants may attach up to three letters of recommendation from subject matter experts in the field of targeted violence or terrorism prevention or key stakeholders in the planned area of performance which recommend their application to DHS.

Formatting Requirement:

• Must use Adobe Portable Document Format (PDF)

- Spacing: 1.0
- Typeface: Times New Roman 12 pt. font (exceptions for citations and tables)
- Margins: 1 inch
- Indentation/Tabs: Applicant's discretion
- Page Orientation: portrait; exception: landscape may be used for tables and IMP
- Citations (in-text, endnote/footnote): Allowed. Typeface allowed for citations: Times New Roman, 10, 11, or 12 pt. font sizes

• Graphics such as pictures, models, charts, and graphs will be accepted (within the page limits) but are not required.

- Primary font color will be black; however, other colors may be used for emphasis as appropriate.
- Bold or italicized font may be used.

• Table format is acceptable where appropriate (e.g. logic model, timelines) but not mandatory (exception: the budget section must follow the table template provided in Appendix E of this notice).

Appendix D: Research and Other Resources

The FY2020 Targeted Violence and Terrorism Prevention Grant Program has based its program objectives on The Department of Homeland Security's *Strategic Framework for Countering Terrorism and Targeted Violence*. Applicants are strongly encouraged to build their applications in line with the goals and objectives of this document as well as other evidence.

See: <u>https://www.dhs.gov/sites/default/files/publications/19_0920_plcy_strategic-</u> framework-countering-terrorism-targeted-violence.pdf

Additional resources that may be useful for applicants are provided below to assist applicants in developing and constructing their grant applications. Applicants may consider using other resources that do not appear in this list as well.

The Department of Homeland Security's Office for Targeted Violence and Terrorism Prevention maintains a webpage with information and resources for applicants as well as a page on the last cycle of terrorism prevention grants. On these pages, applicants can find information helpful to complete their application and information about the previous cycle of grants including previous recipients, a preliminary performance report, quarterly reports, and a conceptual framework of the grants program.

See FY2020 Targeted Violence and Terrorism Prevention Grant Program: <u>https://www.dhs.gov/tvtpgrants</u>

See FY2016 Countering Violent Extremism Grant Program: https://www.dhs.gov/cvegrants

The Department of Homeland Security Compliance Assurance Program Office (CAPO) maintain resources for grantees to ensure compliance with Human Subject Research protections that are a requirement of this program. Additional information on the review process is available from DHS CAPO.

DHS CAPO Institutional Review Board/Human Subjects Research Training Materials:

- <u>November 2020 HSR Technical Assistance Presentation to FY 20 Grantees</u>
- January 2021 HSR Training for OTVTP Program Analysts/Staff

DHS CAPO Determination Materials:

- Form Instructions
- Determination Request Form
- Determination Process Checklist

The Rand Corporation developed the *Evaluation Toolkit for Countering Violent Extremism* that helps program managers focus on core program components, the logic model that visually displays the program and the theory of change and identify ways to assess progress. This toolkit was sponsored by the Department of Homeland Security's Office of Community Partnerships – the current Office of Targeted Violence and Terrorism Prevention. While focused on violent extremism, it is also useful for programs focused on preventing targeted violence.

See: <u>https://www.rand.org/content/dam/rand/pubs/tools/TL200/TL243/RAND_TL243.p</u> <u>df</u>

The U.S. Institute for Peace (USIP) works internationally on preventing/countering violent extremism (P/CVE). While international programs pose their own, unique challenges, USIP has produced several products on some of the difficulty in assessing terrorism prevention programs.

See: Measuring Up: Monitoring and Evaluating P/CVE Programs <u>https://www.usip.org/publications/2018/09/measuring-monitoring-and-evaluating-pcve-programs</u> See: Taking Stock: Analytic Tools for Understanding and Designing P/CVE Programs <u>https://www.usip.org/publications/2018/09/taking-stock-analytic-tools-</u> understanding-and-designing-pcve-programs

Research Resources:

The Rand Corporation produced an exhaustive study of terrorism prevention in the United States that validated the Department's approach to terrorism prevention. This report conducts an analysis of prior and ongoing terrorism prevention activities and makes recommendations for future efforts and approaches.

See: https://www.rand.org/pubs/research reports/RR2647.html

The Department of Justice's National Institutes of Justice has funded work multiple research efforts related to terrorism. Of particular note is *Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States: What Research Sponsored by the National Institute of Justice Tells Us* - a meta-analysis of previous research on terrorism. In addition, the National Institute of Justice has run a Domestic Radicalization to Terrorism program that has funded multiple project since its inception in 2012. Project descriptions as well as links to articles produced from that research are available on their website.

See: <u>http://www.nij.gov/topics/crime/terrorism/pages/domestic-radicalization.aspx</u> (General webpage with links to articles)

See: <u>https://www.ncjrs.gov/pdffiles1/nij/251789.pdf</u> ("Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States")

See: <u>https://nij.ojp.gov/topics/articles/research-domestic-radicalization-and-terrorism</u> (NIJ project descriptions and links to articles)

The National Consortium for the Study of Terrorism and Responses to Terrorism (START) the University of Maryland maintains catalogs of their ongoing and completed research with access to published research which includes many CVE and related research projects.

See: <u>https://www.start.umd.edu/research</u>.

The U.S. Secret Service's National Threat Assessment Center (NTAC) provides guidance and training on threat assessment and training. NTAC has become a leading expert on research and investigations on school shootings as well as other types of targeted violence.

See: <u>https://www.secretservice.gov/protection/ntac/</u>

The Centers for Disease Control's (CDC) Division of Violence Prevention focuses research on early prevention of violence within a public health model. The CDC also maintains current research on the efficacy of violent prevention programs on their webpage.

See: <u>https://www.cdc.gov/violenceprevention/publichealthissue/index.html</u>

The Department of Homeland Security's Science and Technology Directorate (S&T) maintains a webpage on terrorism prevention that includes research products, fact sheets, and evaluations of efforts. S&T works collaboratively with the Office for Targeted Violence and Terrorism Prevention.

See: https://www.dhs.gov/science-and-technology/terrorism-prevention

Appendix E: Budget Worksheet

Budget Category	Federal Request
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total Direct Costs	\$0
Indirect Costs	\$0
TOTAL PROJECT COSTS	\$0

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- 1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Name: PAUL KIM Address: 211 West Temple Street, 10th Floor Los Angeles, CA 90012

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance. Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.
- **D.** Failure to Maintain Insurance. Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said

breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- E. Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary. Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- **G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- **H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs). Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- **K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

- L. Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs. The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- **N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

II. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- **B.** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **C.** Workers Compensation and Employers' Liability insurance or qualified selfinsurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES

and

GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER

RECITALS

WHEREAS, the Los Angeles County District Attorney's Office ("LADA") established the Reconciliation Education and Counseling Crimes of Hate Program (REACCH), an innovative public safety restorative justice probationary model that is offender centric by focusing on counseling and anti-bias education; victim centric because it promotes victim reconciliation in a safe and controlled setting; and community centric by inviting community-based organizations to join in the development, facilitation, and implementation of an anti-bias education curriculum designed to reduce xenophobia; and

WHEREAS, the Department of Homeland Security Office of Targeted Violence and Terrorism Prevention Grant Program awarded to the County of Los Angeles in the amount of \$200,000.00; and

WHEREAS, Under California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice; and

WHEREAS, the LADA and Subrecipient desire to enter into a subrecipient agreement for the purpose of providing services for Project, which shall be funded by the Federal award; and

WHEREAS, on December 20, 2022 the County's Board delegated authority to the LADA, or designee, to prepare and execute agreements and any and all amendments under the Federal award;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 PURPOSE

This SUBAWARD SERVICES AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County") and Gateways Hospital and Mental Health Center (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the County and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

2.0 FEDERAL AWARD INFORMATION

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2021

Targeted Violence and Terrorism Prevention Grant Program, Federal Grant # EMW-2021-GR-00087-S01, Federal Award Date September 22, 2021. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Department of Homeland Security ("DHS").

The County, acting through Los Angeles County District Attorney's Office ("LADA"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this subaward of the Federal award to the Subrecipient.

3.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date of the execution by the County and shall continue until September 30, 2023, unless sooner terminated or extended by County. The grant award performance period is October 1, 2021 through September 30, 2023.

4.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

5.0 USE OF FUNDS

- 5.1 <u>PROJECT FUNDS</u>. Subrecipient shall receive Funds up to \$100,000.00 ("Project Funds") to provide services for the Reconciliation and Counseling Crimes of Hate (REACCH) Program ("Project") pursuant to Exhibit A, Project Description and Pricing, Exhibit B, Implementation and Measurement Plan (IMP), which are attached hereto and incorporated by reference, during the period that begins on August 3, 2021, and ends on September 30, 2023 ("Covered Period"). All Project Funds made to the Subrecipient are subject to the terms and conditions set forth in this Agreement, attached hereto and incorporated by reference. In no instance shall the County be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses.
 - 5.1.1 Subrecipient shall comply with all requirements promulgated by DHS which are applicable to this particular Subaward. These include, without limitation, the requirements for recipients and subrecipients set forth in Exhibit C Fiscal Year (FY) 2022 DHS Standard Terms and Conditions and Exhibit D Notice of Funding Opportunity,
 - 5.1.2 Subrecipient shall invoice County only for the Project and other work specified in Exhibit A, in accordance with the federal regulations, guidelines, and instructions, and this Agreement. Subrecipient's payments shall be as provided in Exhibit A, and Subrecipient shall be paid only for work approved in writing by County. If County does not approve work in

writing, no payment shall be due to Subrecipient for that work. Subrecipient shall submit monthly invoices to County by the 15th calendar day of the month following the month of service. Subrecipient's invoices shall contain the information set forth in Exhibit A, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.1.3 Subrecipient shall return Project Funds to County if County determines, in its sole discretion. Subrecipient has expended Project Funds not in accordance with this Agreement, including but not limited to, current and subsequent federal rules, regulations, guidelines, and instructions, executive orders and other applicable laws. Project Funds expenditures made by Subrecipient in connection with this Agreement shall be in strict compliance and conformity with federal Laws and Regulations, DHS requirements, and Exhibit D Notice of Funding Opportunity.
- **5.2** <u>FUNDING RESTRICTIONS AND ALLOWABLE COSTS.</u> All costs charged to awards covered by Exhibit D Notice of Funding Opportunity must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in Exhibit D, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).
- **5.3** <u>SOURCE AND APPROPRIATION OF FUNDS.</u> County's obligation is payable only and solely from Project Funds appropriated through DHS, and for the purpose of this Agreement. This Agreement will automatically terminate for convenience per the terms of this Agreement, in the event future Project Funds are not appropriated for this Project. County will endeavor to notify Subrecipient in writing within ten (10) days of receipt of the non-appropriation notice.
- **5.4** <u>IMPROPER USE OF FUNDS.</u> Subrecipient shall only use Project Funds in accordance with this Agreement and Subrecipient's improper use of Project Funds, as determined by LADA, or its designee, shall constitute a material breach of contract upon which County, through the LADA, or its designee, may cancel, terminate or suspend this Agreement.

6.0 DEBARMENT AND SUSPENSION

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

7.0 CIVIL RIGHTS ACT OF 1964 – TITLE VI

Subrecipients must comply with the requirements of title vi of the civil rights act of 1964 (codified as amended at 42 U.S.C. § 2000D ET SEQ.), which provides that no person in

the united states will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the act are found at 6 C.F.R. PART 21 AND 44 C.F.R. PART 7.

8.0 LOBBYING PROHIBITIONS

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

9.0 COMPLIANCE WITH LAWS

By entering into this Agreement and thereby accepting the allocation of Project Funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the County and consistent with all that may be required from time to time as a condition of the County providing the Project Funds, including but not limited to, all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- **9.1** <u>COUNTY LAWS</u>. Subrecipient must comply with all County laws and policies, including, but not limited to Determinations of Contractor Non-Responsibility and Contractor Debarment (Los Angeles County Code 2.202), Zero Tolerance Policy on Human Trafficking, Jury Service Project (Los Angeles County Code 2.203), Commitment to Safely Surrendered Baby Law, and Child Support Compliance Project (Los Angeles County Code 2.200).
- **9.2** <u>LAWS, REGULATIONS AND GUIDELINES.</u> In addition to the requirements of in this section and Exhibit D, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200. All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions in Exhibit C; County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

10.0 CONFIDENTIALITY

Subrecipient must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Subrecipient shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Subrecipient shall use such information solely for the Project hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Subrecipient shall ensure compliance with the provisions of this Paragraph by its contractors and any other persons or entities providing services for or on behalf of Subrecipient.

11.0 REPORTS AND AUDITS

- **11.1** <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u> Subrecipient, its agencies or instrumentalities must comply with the policies, guidelines and Uniform Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they related to the cost principles, audit requirements, acceptance and use of federal funds under this part. These requirements include, but are not limited to:
 - 11.1.1 Single Audit Compliance: Subrecipient will be in compliance with the Federal Single Audit Act (31 USC §§ 7501-7507), as described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F.
 - 11.1.2 Accounting Standards: Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. Subrecipient shall maintain its account and annual fiscal reports as prescribed by the Generally Accepted Accounting Principles ("GAAP").
 - 11.1.3 Suspension and Debarment: Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.
- **11.2** <u>REPORTING REQUIREMENTS</u>. Subrecipient must timely submit the reports prescribed below. The County reserves the right to request additional detail and support for any report made. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has timely submitted the reports. Subrecipient shall comply with all reporting requirements by the County, set forth in this Paragraph. Subrecipient shall prepare and submit financial, performance, project progress, monitoring, evaluation and any other reports as required by County. Subrecipient shall submit reports to the County as specified in Exhibit B, under reporting requirements.
 - 11.2.1 At any time during the term of this Agreement, County may, in its sole discretion, request that Subrecipient provide County with additional progress reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Subrecipient is meeting the requirements of this Agreement and in accordance with Exhibit B
 - 11.2.2 Subrecipient shall provide a certification, in a form provided by County, signed by the Subrecipient's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

- 11.2.3 The County may withhold Project Funds and or disallow expenditures anytime the Subrecipient fails to comply with any term or condition of the Agreement, which may include, but is not limited to the failure to: submit reports in a timely manner; submit final reports from previous projects in a timely manner; resolve audit exceptions on past or current grants in a timely manner; inadequate maintenance of accounting records; cooperate with federal staff or representatives to review Project and/or fiscal records; and/or pay costs disallowed by according to payment terms agreed to by the Subrecipient and in a timely manner.
- 11.2.4 Subrecipient shall provide monthly reports to the County on data related to use of Project Funds as specified by the County. Subrecipient shall maintain and provide to the County any other data and documents involving Project Funds as requested by County. Subrecipient understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.
- 11.2.5 Final Activity Reports: Subrecipient shall provide a final activity report that addresses the following, at a minimum: (i) identify the final expenditures incurred for the Project as of the date provided by County; (ii) demonstrate how Subrecipient expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; (iv) provide a description of activities that were undertaken for the Project; and, (v) provide a reconciliation of the final Project expenditures. Unless otherwise waived in writing by the County, final activity reports must be submitted thirty days after the Project has been completed.
- **11.3** <u>AUDITS</u>. County will audit Subrecipient's use of Project Funds in accordance with County's policy and federal grant requirements and regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.
 - 11.3.1 County, or its authorized representatives shall, at all times during the term of this Agreement, and until three years after the completion of this agreement, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient. Subrecipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Subrecipient's use of Project Funds.
 - 11.3.2 A financial audit of Subrecipient's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Subrecipient.

- 11.4 Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. Failure of Subrecipient to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate or suspend this Agreement.
- **11.5** Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with County's policy and federal grant requirements and regulations or this Agreement, Subrecipient shall refund the questioned Project Funds, including any interest earned on the Project Funds to the County.

12.0 MONITORING REQUIREMENTS

The County monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.331. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and the Project to ensure compliance with federal and state requirements and timely Project completion. The Subrecipient shall be required to resolve any monitoring findings to the County's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the County in its monitoring findings.

Subrecipient shall ensure their contractors and other party are in compliance with all federal requirements and shall perform regular, ongoing monitoring of the contractor and other party for the term of this Agreement. Subrecipient shall ensure their contractor and other party resolve any monitoring findings to the Subrecipient's satisfaction by the deadlines set by the Subrecipient. Subrecipient shall report any monitoring findings to the County, as well as the status of those findings until they are resolved by the contractor and other party.

13.0 MAINTENANCE AND SECURITY OF RECORDS AND FINANCIAL DOCUMENTS

- **13.1** <u>MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS.</u> Subrecipient shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with the Subrecipient shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Subrecipient's use or expenditure of the Project Funds and Subrecipient's compliance with this Agreement. Subrecipient shall also comply, and shall ensure that its contractors comply, with the records retention and access requirements contained in Exhibit B. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.</u>
- **13.2** <u>EXAMINATION OF RECORDS</u>. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Subrecipient must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.

13.3 <u>RECORDS RETENTION</u>. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. The record retention period will be extended if the Subrecipient is notified in writing of the extension by LADA. Where FEMA requires Subrecipients to report program income after the period of performance ends, the program income record retention period begins at the end of the Subrecipient's fiscal year in which program income is earned. See 2 C.F.R. § 200.334(e).

13.4 <u>Storage and Transmission of County Information</u>

All County information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Subrecipient will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County. The Subrecipient will encrypt County information transmitted on networks outside of the Subrecipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County.

In addition, the Subrecipient shall not store County information in the cloud or in any other online storage provider without written authorization from the County. All mobile devices storing County information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County.

14.0 INDEPENDENT CONTRACTOR

Subrecipient shall be considered an independent contractor, and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Subrecipient is not an independent contractor under any applicable federal, State, or local laws.

15.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or

regulations affecting any such work. Subrecipient shall provide copies of permits, licenses, and approvals to County upon request.

16.0 INDEMNIFICATION

Subrecipient, at its sole cost and expense, shall indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees and agents harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and its contractors, subcontractors, agents and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive the expiration or termination of this Agreement.

17.0 REMEDIES AND TERMINATION FOR NONCOMPLIANCE.

- 17.1 REMEDIES FOR NONCOMPLIANCE. In addition to any other rights and remedies the County may have under this Agreement, at law, or in equity, the County may initiate remedies for noncompliance as identified in 2 CFR 200.338-.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance may include, as appropriate:
 - 17.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 - 17.1.2 Disallow all or part of the cost of the action not in compliance.
 - 17.1.3 Wholly or partly suspend or terminate the Subrecipient's Project Funds.
 - 17.1.4 Withhold further and/or future awards and/or any other funds administered by the County.
 - 17.1.5 Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
 - 17.1.6 Take other remedies that may be legally available.

Effects of suspension and termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractor during a suspension or after termination of an Agreement are not allowable unless otherwise authorized in written notice or as allowable in 2 CFR 200.342.

17.2 <u>TERMINATION FOR NONCOMPLIANCE.</u> Project Funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.339 by DHS or County if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- 17.2.1 Termination Without Cause: This Agreement may be terminated by the County in whole or in part at any time without cause.
- 17.2.2 Termination With Cause: The Agreement may be terminated by the County in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.339(b), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management.
- 17.2.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement and federal Laws and Regulations.

18.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

19.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or Agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

20.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- **20.1** Subrecipient, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR 200.112 and 24 CFR 570.611. Subrecipient agrees to incorporate the language found in this Paragraph in contracts using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- **20.2** Subrecipient represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Subrecipient, or shall have any direct or indirect financial interest in Subrecipient.
- **20.3** Subrecipient represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement or who subsequently becomes affiliated with Subrecipient in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Subrecipient earned for a period of one year from the date he/she separated from County employment.
- **20.4** Subrecipient shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112

21.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

22.0 INSURANCE

Subrecipient shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit E - Insurance Requirements.

23.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

24.0 INTERPRETATION

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

25.0 PROJECT INTEGRITY

Subrecipient shall maintain and implement practices to protect the integrity of the Project and the Project Funds, and Subrecipient shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this Project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this agreement, or; information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at http://fraud.lacounty.gov.

26.0 NOTICES AND APPROVALS

All notices, invoices, and reports shall be directed to and made by the following representatives of the Parties:

To County:Paul Kim, Deputy District Attorney211 West Temple Street, 10th FloorLos Angeles, CA 90012

	pkim@da.lacounty.gov (213) 974-3500
To Subrecipient:	Nicole Paglione 1891 Effie St Los Angeles, CA 90026 Phone: (323)644-2000

Subrecipient agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

27.0 PROCUREMENT

Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318-200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with applicable federal and state procurement laws.

- 27.1 Subrecipient shall indemnify and hold County, its elected and appointed officials, officers, employees and agents harmless with respect to the activities of each and every contractor or other party in the same manner and to the same degree as if such subcontractor(s) were Subrecipient's employees.
- **27.2** Subrecipient shall remain fully responsible for all performances required of it under this Agreement, including those that Subrecipient has determined to contract, notwithstanding County's approval of Subrecipient's proposed contract. Subrecipient shall be solely liable and responsible for all payments or other compensation to all contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.
- **27.3** Subrecipient shall address administrative, contractual, or legal remedies for all contracts in instances where contractors violate or breach contract terms. Subrecipient must provide sanctions and penalties as appropriate.

28.0 COVID-19 VACCINATION OF SUBRECIPIENT PERSONNEL

At Subrecipient's sole cost, Subrecipient shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Subrecipient shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Subrecipient shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

29.0 WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver

thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Subrecipient has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the District Attorney or designee.

GATEWAYS HOSPITAL AND MENTAL HEALTH CENTER

Date

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

Signed: _____

Date

GEORGE GASCÓN DISTRICT ATTORNEY

Project Description

Gateways Hospital

PROJECT OVERVIEW

The Goal of this Project is to reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen that addresses maladaptive behavior in general and bias animus in particular. The regimen will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The Project will also include programs that target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately selfawareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.

The pilot phase of the program will begin with four participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group.

PURPOSE

The purpose of this MOU between the Parties is to establish operational collaboration and services necessary to implement this REACCH pilot project to provide Anti-Bias therapy with a peer facilitator or coach.

TASKS AND DELIVERABLES

The Subrecipient will adhere to the deliverables identified in Goal 1 of Exhibit B - Implementation and Measurement Plan (IMP) to fulfill the tasks described below:

TASK 1.0 INDIVIDUAL COUNSELING - \$48,000

Provide 10 hours of individual counseling to each participant each quarter. In individual therapy sessions, Clinicians will identify cognitive behavior problems, develop appropriate counseling modules based on Participants needs, provide functional impairment identification, address and resolve substance abuse and mental health issues, vocational and educational training needs, anger management issues, cognitive behavior restructuring requirements, and emotion regulation skill issues. Clinicians will also use dialectical behavioral therapeutic techniques to address the specific bias animus

TASK 2. 0 GROUP THERAPY - \$48,000

Provide 10 hours of group therapy for each Participant each quarter. In a Group therapy setting, Clinicians will identify cognitive behavior problems, develop appropriate counseling

modules based on Participants needs, provide functional impairment identification, address and resolve substance abuse and mental health issues, vocational and educational training needs, anger management issues, cognitive behavior restructuring requirements, and emotion regulation skill issues. Clinicians will also use dialectical behavioral therapeutic techniques to address the specific bias animus

TASK 3.0 QUARTERLY REPORTING \$4,000

Gateways will generate a progress report objectively detailing clinical program success based upon participant's involvement in individual counseling and group therapy sessions and measure and report bias animus of each program participant.

TASKS #	DELIVERABLES	DUE DATE
1.0	INDIVIDUAL COUNSELLING	January 11, 2023 - Term
2.0	GROUP THERAPY	January 11, 2023 - Term
3.0	QUARTERLY REPORTING	April 30, 2023 - Term

Total maximum Contract cost is **not to exceed \$100,000** as per for all tasks and deliverables described in this Exhibit.

Expenses:

Contractor's expenses of printing, telephone, travel, parking is included in the Contractor's hourly and fixed rates. The contractor shall not bill any additional expenses to the County.

*Changes within line items and/or categories require written authorization from the LADA Project Manager. Written authorization may be defined to include an email or fax. A contract amendment is not necessary for changes within line items and/or categories, not to exceed the maximum Contract amount.

CP3 Implementation & Measurement Plan

You should modify the Implementation & Measurement Plan (IMP) template to match the number of goals your specific project requires. For *each* goal in the IMP, create an Implementation Plan table *and* a Measurement Plan table. Please use the definitions provided in the IMP guidance document when crafting your plan. Draft, in the box below, the overarching goal statement for the project. Following completion of the IMP, each grantee is expected to complete the Risk Assessment & Mitigation Plan in Appendix A. Please note that select grantees will undergo an independent outcome evaluation that will specifically seek to determine the impact of a program and whether it was able to achieve its stated goals and objectives as measured against its stated performance measures/indicators. It is therefore critical that this plan is completed as comprehensively as possible to enable this type of evaluation to be possible.

In the Implementation Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Implementation Plan" and fill in your project plan within the blank Implementation Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each activity in a separate row; add as many rows as needed.
- Arrange activity rows chronologically by the start date of the activity.
- The plan should span both years of performance under this grant program.

In the Measurement Plan table:

- After reviewing the example table, please delete the "Example Goal 1 Measurement Plan" and fill in your project plan within the blank Measurement Plan table further down within this template. For additional guidance, definitions, and examples, please consult the "IMP Guidance Document"
- Type each performance measure in a separate row. Every key activity in your implementation plan table such as trainings, workshops, or case management activities should have at least one corresponding performance measure and target within the measurement table
- Map each performance measure to the relevant activity by including the numerical code of the activity to which it applies, e.g., 1.1.1, 1.1.2, etc.
- Include performance measures and targets that will measure the results of the relevant activity in line with that activity's corresponding goal and objective. It is not necessary to have more than one performance measure and corresponding target for an individual activity if one is sufficient to measure the successful implementation of that activity.
- Identify and/or design data collection methods to be used to obtain the data that will be reported on quarterly.
- Ensure attention to collection of data that can be broken down by sex and age of project participants or beneficiaries.
- The information in the "Performance Measures" column of the Measurement Plan should align with the information in the "Anticipated Outputs" column of your Implementation Plan

NOTE: Data collection methods should be specific and timebound. Any expenses incurred from the collection of data must come from the grant already awarded. No additional funds will be made available by DHS for this purpose.

Organization Name	ganization Name Los Angeles County District Attorney's Office, Hate Crimes Unit			
Project Title	Reconciliation Education and Counseling Crimes of Hate ("REACCH")2			
Grant Number	DHS-21-TTP-132-00-01			
Grant Implementation Period	10/01/2021 - 09/30/2023			
	Project Goal Statement			
[Please state the goal of the proje	[Please state the goal of the project as identified in your program design. This goal should include language from the individual goals located within this IMP.]			
Reduce recidivism of bias-motivated crimes in the County of Los Angeles through a multidisciplinary regimen that addresses maladaptive behavior in general and bias animus in particular. The former will consist of substance abuse and mental health treatment, functional impairment identification, vocational and educational training, anger management, and cognitive behavior restructuring. The latter will consist of programs which target the relevant bias animus that substantially motivated the pilot project participants to commit the crime. This includes anti-bias education, re-introduction modules with members of the targeted victim group designed to foster understanding, empathy, and ultimately self-awareness sufficient for the defendant to accept responsibility for the crime. At this point, the participant can begin the process of reconciliation with the victim or peer victim group. Finally, the participant will be taught relapse prevention tools and strategies to minimize future transgressions.				

Target Population

[Please include an estimated size and demographic breakdown of expected and/or served program beneficiaries. Please be specific and include a brief description of why this particular target population has been selected.]

The pilot phase of the program will begin with four to six participants. The target population that has been selected meets the following criteria. First, the participants have committed felonies that have been charged with an accompanying hate crime allegation. Second, they are low-level offenders who have no prior convictions which demonstrate a propensity for violence against the target group. This is a necessary factor because the goal of this project is to prevent recidivism. Consequently, if there are no additional future crimes committed by the program participant following the successful completion of the program, it will represent an empirical metric that the program has been effective. It is also important to protect the victim community during the course of victim reconciliation and during community service with the victim group.

LADA prosecutes close to 90 hate crimes annually. It is anticipated that the target population will grow significantly as the program matures and funding and capacity improves.

Goal 1: *Reduce recidivism and reintegrate hate crime offenders into the community through a multidisciplinary team of psychologists focused on raising awareness of the roots of bias animus and developing cognitive behavioral tools to address the triggers for targeted violence.* Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling. Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias animus and the triggers for targeted violence objectively and subjectively.

Goal 1 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 1.1: Develop awareness of the roots of bias animus and the triggers for targeted violence through counseling.	Activity 1.1.1 Conduct individual counseling sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	 6-10 hours of individual therapy per client per quarter 24-40 hours of individual therapy sessions conducted by the grant's conclusion for each client; Total of 96-160 hours of individual therapy delivered (all clients total) 4-6 felony conviction program participants; 2-8 misdemeanor conviction program participants, pending result of Year 1 review that will determine if there are additional funds to be allocated for additional

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
				clients
	Activity 1.1.2 Conduct group therapy sessions with a psychologist from Gateways Hospital. Note: At 1-year mark, program will undertake a review of the group therapy sessions conducted thus far for the felony conviction cases to determine if 80 hours of group therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Psychologists from Gateways Hospital to employ appropriate clinical program and methodology; LADA or other secure program venue with DAI security.	12-20 hours per quarter, Q4-Q8.	48-80 hours of group therapy sessions conducted to 4 program participants total of 192-320 hours.
Objective 1.2: Increase awareness and the participant's knowledge of the roots of bias	Activity 1.2.1 Psychologists from Gateways Hospital to generate a progress report objectively detailing clinical program success based upon participant's involvement in individual counseling and group therapy sessions.	Psychologists from Gateways Hospital to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4- Q8.	4 progress reports per participant, objectively describing participant success.
animus and the triggers for targeted violence objectively and subjectively.	Activity 1.2.2 Participant to generate iterative progress reports subjectively describing the impact of the program	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	1 report per quarter, Q4- Q8.	4 progress reports per each participant, subjectively describing impact of program
	Activity 1.2.3 Program participants complete survey on satisfaction with services by Gateway's psychologists.	Satisfaction survey.	<i>Q8</i>	50% of participants are "satisfied" or better.

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	Activity 1.2.3 Survey program participants before and after each quarter (10 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q4-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving clinical therapy.

Goal 1 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.1	<u>Measure</u> : Number of individual counseling sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	 Target: 48-80 sessions per program participant equating to 48-80 hours of individual counseling per program participant (6-10 per quarter); 4 participants reached (1 per session). Final number of sessions per program participant to be determined at 1 year mark, at which point LADA will determine if 80 individual counseling sessions is in fact the appropriate number of sessions or if this number can be reduced, allowing for additional clients to be reached with unallocated funds 	% bias reduction of clients to be measured by standardized pre/post surveys to be conducted quarterly by both 2 nd Call and Gateways

Attachment 3

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.1.2	<u>Measure</u> : Number of group therapy sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 20 sessions held per quarter.
	<u>Target</u> : 48-80 group therapy sessions per program participant (6-10 per quarter); 4 participants reached (4 per session).	
1.2.1	Measure 1: Number of individual counseling sessions held and number of hours per sessionMeasure 2: Number of individuals who complete individual counseling sessions	Progress reports generated by Gateways Hospital psychologists after 20 individual counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.
	 <u>Target 1</u>: 48-80 sessions per program participant equating to 50-80 hours per program participant (10 per quarter); 4 participants reached (1 per session). <u>Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced</u> 	
	 <u>Target 2: *4-6 individuals who have committed hate crimes; 2-8 individuals who have committed hate misdemeanor</u> <u>Final number of misdemeanor program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine how many hours of counseling are appropriate and thus how much funding remains to take on additional cases</u> 	
1.2.2	Measure: Number of qualitative progress reports generated by each program participant and number of sessions attended <u>Target</u> : 4 progress reports per program participant by participant (1 submitted per quarter).	Progress reports generated by program participants after 120 group counseling sessions; Q4-Q8, approx. 1 report submitted per quarter.

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
1.2.3	 Measure: Percentage increase among program participants in their awareness of the roots of their bias animus and triggers for targeted violence. Target: 10-15% average aggregate awareness increase of participants quarterly 40-60% average aggregate awareness increase of participants by end of program (comparison of initial pretest and final post-test) 	Surveys conducted before and after each quarter (20 individual sessions + 20 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 2: Reduce recidivism and reintegrate hate crime offenders into the community through anti-bias education by professional facilitators trained to enter into a reciprocal dialogue by sharing relevant personal experiences directed at developing the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies to prevent future transgressions.

Objective 2.1: Facilitate anti-bias education and develop the skills necessary for recognizing the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.

Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and strategies to minimize future transgressions objectively and subjectively.

Goal 2 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 2.1: Facilitate anti-bias education and develop skills necessary to recognize the bias animus for violence against the targeted group and the relapse tools and strategies necessary to prevent future transgressions.	Activity 2.1.1 Conduct individual anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors	Facilitators from 2nd Call to educate on anti-bias, anger management, and violence intervention; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of individual anti-bias, anger management, and violence intervention training.
	Activity 2.1.2 Conduct group anti-bias education sessions with a facilitator from 2nd Call. Note: At 1-year mark, program will undertake a review of the individual counseling sessions conducted thus far for the felony conviction cases to determine if 80 hours of individual therapy is	Facilitators from 2nd Call to employ appropriate educational program and methodology; 2nd Call or other secure program venue with DAI security.	6-10 hours per quarter, Q4-Q8.	24-40 hours of group anti- bias, anger management, and violence intervention training.

Attachment 3

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
	necessary or whether it would be appropriate to reduce this number. If the number can be reduced, the program will seek to enroll additional participants in the program who have committed misdemeanors			
Objective 2.2: Develop violence awareness and increase the participant's knowledge of the relapse tools and	Activity 2.2.1 Facilitators from 2nd Call to generate a progress report objectively detailing clinical program success.	Facilitators from 2nd Call to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports objectively describing program success.
strategies to minimize future transgressions objectively and subjectively.	Activity 2.2.2 Participant to generate a progress report subjectively describing personal program success.	Participant to submit report to the court supervising probation, defense counsel, Asian American Education Project, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports subjectively describing program success.
	Activity 2.2.3 Survey program participants before and after each quarter (20 individual sessions + 10 group sessions).	Survey, scheduled time before and after to give survey.	Approx. 2 per quarter, Q1-Q8	Measurable increase by 10- 15% of awareness of the roots of their bias animus and targeted violence from participants after receiving education and training by 2nd Call.

Goal 2 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.1.1	Measure: Number of individual anti-bias education sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Target</u>: 40 sessions per program participant (10 per quarter); 4 participants reached (1 per session). <u>Final number of sessions per program participant to be</u> determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 40 sessions is in fact the appropriate number of sessions or if this number can be reduced 	
2.1.2	Measure: Number of group anti-bias education sessions held and number of participants attending.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	 <u>Target</u>: 40 sessions per program participant (10 per quarter); 4 participants reached (4 per session). <u>Final number of sessions per program participant to be determined at 1 year mark following conclusion of pilot period of program, at which point LADA will determine if 80 sessions is in fact the appropriate number of sessions or if this number can be reduced</u> 	
2.2.1	Measure: Number of progress reports generated and number of sessions attended.Target: 4 progress reports per program participant by facilitators (1 submitted per quarter).	Progress reports generated by 2nd Call facilitators after 10 individual anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.
2.2.2	Measure: Number of progress reports generated and number of sessions attended.Target: 4 progress reports per program participant by participant (1 submitted per quarter).	Progress reports generated by program participants after 10 group anti-bias education sessions; Q4-Q8, approx. 1 report submitted per quarter.

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
2.2.3	Measure: Percentage increase in knowledge of program participants regarding anti-bias education and the relapse tools and strategies to minimize future transgressions. Target: 10-15% average aggregate awareness increase of participants quarterly	Surveys conducted before and after each quarter (10 individual sessions + 10 group sessions); Q4-Q8, approx. 2 surveys held per quarter.

Goal 3: Reduce recidivism and reintegrate hate crime offenders into the community through a partnership with Asian American Education Project focused on creating data measuring participant success through AI keyword identification and developing a digital anti-bias restorative justice curriculum.

Objective 3.1: Create tool to measure participant success through implementing artificial intelligence and keyword identification algorithm provided by digital platform provider (Asian American Education Project).

Objective 3.2: Develop a restorative justice anti-bias curriculum with Asian American Education Project that can be implemented for measuring participant success in reducing recidivism.

Goal 3 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 3.1: Create data measuring participant success through implementing artificial intelligence and keyword	Activity 3.1.1 Upload all subjective participant progress reports into Asian American Education Project program algorithm as they are submitted to analyze program participant success.	Participant progress reports from Gateways Hospital and 2nd Call, Asian American Education Project proprietary system of research analytics, digital platform technicians.	approx. 2-3 reports uploaded per quarter, Q4-Q8.	Quantitative data metrics that can be used to track each participant's engagement throughout the one year term of the pilot phase.
identification algorithm provided by digital platform provider (Asian American Education Project).	Activity 3.1.2 Generate report of resulting quantified data evaluating participant success throughout the one year term of the pilot phase.	Asian American Education Project proprietary system of research analytics, digital platform technicians, report.	Approx. 1 by end of program (Q4-Q8).	<i>1 data metric reports objectively describing participant engagement.</i>
Objective 3.2: Develop a digital restorative justice anti- bias curriculum with Asian American Education Project that can be implemented on	Activity 3.2.1: Asian American Education Project to create a comprehensive curriculum package on anti-bias education of targeted group that the bias animus was directed at.	Asian American Education Project staff	By end of Q4	Completion of curriculum
any device to be implemented as it is created.	Activity 3.2.2 Survey program participants before and after implementing digital anti- bias curriculum.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 50% of understanding by participants after digital anti-bias curriculum.

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
3.1.1	<u>Measure</u> : Number of participant progress reports uploaded per quarter and number of sessions attended.	Documented date, time, venue, number of participants in attendance; Q4-Q8, approx. 10 sessions held per quarter.
	<u>Target</u> : 8 reports per program participant (2 per quarter); 4 participants tracked.	
3.1.2	Measure : Quantifiable data metric that can be used to measure each participant's engagement and success throughout the two year term of the pilot phase.	Data report generated by Asian American Education Project at the end of program; Q4-Q8, approx. 1 report submitted by end of program.
	<u>Target</u>: 4 measurements (1 per participant); 4 participants evaluated through algorithm.	
3.2.1	Measure : Number of regular partnership meetings attended per quarter and number of attendees.	Documented date, time, venue, number of organization members attendance; Q4-Q8, approx. 2 sessions held per quarter.
	<u>Target</u> : 8 regular meetings (2 per quarter); 6 organization members attended (3 from Asian American Education Project + 3 from LADA).	
3.2.2	Measure: Percentage increase in knowledge of targeted group that the bias animus was directed at.	Questionnaires conducted before and after digital anti-bias education; Q4-Q8, approx. 2 surveys held by end of program.
	Target : 50% average aggregate knowledge increase by participants.	

Goal 4: Reduce recidivism and reintegrate hate crime offenders into the community through victim reconciliation administered through online re-introduction, community service participation, and dialogue with the actual victim or peer victim group in a safe and controlled setting.

Objective 4.1: Empower victim reconciliation safely through re-introduction, community service, and dialogue with the actual victim or peer victim group under the supervision of a District Attorney Investigator.

Objective 4.2: Develop understanding, empathy, and self-awareness sufficient for the offender to accept responsibility for the hate crime objectively and subjectively.

Goal 4 IMPLEMENTATION PLAN

Objectives	Activity	Inputs/Resources	Time Frame	Anticipated Outputs
Objective 4.1: Empower victim reconciliation safely through online re-	Activity 4.1.1 Acknowledge responsibility through a letter of apology to the victim.	Letter writing materials, secure venue with appropriate DAI safety protocols in place.	approx. 1 by end of program (Q4-Q8).	<i>1 letter of apology to the victim or peer victim group.</i>
introduction, community service participation, and dialogue with the actual victim or peer	Activity 4.1.2 First introduction of the offender to the victim through online conversations.	Online communication materials, secure venue with appropriate DAI safety protocols in place.	approx. 1-3 by end of program (Q4-Q8).	1-3 hours of online introduction of offender to the victim.
victim group under the supervision of a District Attorney Investigator.	Activity 4.1.3 If victim is willing, secure in-person dialogues with the victim, including the completion of 10 hours of community service participation with the peer victim group.	Community-based peer victim group organization, materials for community service participation, secure venue with appropriate DAI safety protocols in place.	10 hours per quarter, Q4-Q8.	10 hours of victim reconciliation.
Objective 4.2: Develop understanding, empathy, and self- awareness sufficient	Activity 4.2.1 DAI to generate a progress report detailing objectively program protocol success.	DAI to submit report to the court supervising probation, defense counsel, and LADA.	1 report per quarter, Q4-Q8.	4 progress reports objectively describing protocol success.
for the offender to accept responsibility for the hate crime objectively and subjectively.	Activity 4.2.2 Survey program participants before and after the victim reconciliation module.	Survey, scheduled time before and after to give survey.	Approx. 2 by end of program (Q4-Q8).	Measurable increase by 40-60% of acceptance by participants after receiving anti-bias education.

Goal 4 MEASUREMENT PLAN

Activity #	Performance Measures & Targets	Data Collection Method and Timeframe
4.1.1	Measure: Number of letters of apology and number of participants that wrote and sent letters.	Documented date, time, venue, number of letters of apology written by program participants; Q4-Q8, minimum of 1 letter written by end of program.
	<u>Target</u> : 4 letters (1 per participant); 4 individual victims or peer victim groups reached.	
4.1.2	<u>Measure</u> : Number of online conversations and number of participants that attended.	Documented date, time, venue, number of online conversations; Q4-Q8, minimum of 1 online introduction by end of program.
	<u>Target</u> : 4 online introductions (1 per participant); 4 individual victims and/or peer victim groups reached.	
4.1.3	<u>Measure</u> : Number of community service participation hours and number of participants that attended.	Documented date, time, venue, number of hours of community service participation; Q4-Q8, minimum of 10 hours of community service participation completed by end of program.
	<u>Target</u> : 10 hours of community service participation (10 per participant); 4 individual victims and/or peer victim groups reached.	
4.2.1	<u>Measure</u> : Number of safety protocol reports generated and number of sessions attended by DAI.	Protocol reports generated by DAI at the end of program; Q4- Q8, approx. 1 report submitted by end of program.
	<u>Target</u> : 1 safety protocol report (1 submitted at end of program).	
4.2.2	<u>Measure</u> : Percentage increase in acceptance of program participants regarding change in attitude toward the group that was targeted for violence.	Surveys conducted before and after the victim reconciliation module (online introduction, dialogue, and/or community service participation); Q4-Q8, approx. 2 surveys held by end of program.
	<u>Target</u> : 40-60% average aggregate acceptance increase by participants.	

APPENDIX A: RISK MANAGEMENT PLAN

The following risk assessment chart is designed to assist in the identification of potential occurrences that would impact achieving project objectives, primarily those originating externally and that are outside of the organization's control. Risks could include, but are not limited to: economic, social, or political changes; changes to planned partnerships; legal or compliance changes; or other risks unique to this project. Use the chart below to identify these risks; add additional rows if necessary.

Risk Identified	Risk Analysis (brief assessment of the impact the identified risk could/would have on the project)	Risk Management Plan (plan to minimize the impact that the risk presents to the project and adjustments to be made if the risk transpires)
COVID-19 variants could cause in-person trainings to be unsafe and not possible.	In-person training is the preferred modality as it is more engaging than virtual alternatives. A virtual training could result in decreased enthusiasm for registration and decreased engagement of attendees.	Program will conduct trainings virtually if in-person trainings are not possible. Trainers will be trained on online engagement strategies in order to better keep audience engaged within online modality.
Gateways Hospital providers become unavailable due to catastrophic event, such as bankruptcy.	Change providers to another mental health treatment provider.	Good communication with Gateways Hospital during the program.
2nd Call becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another community-based organization.	Good communication with 2nd Call during the program.
Asian American Education Project becomes unavailable due to catastrophic event, such as bankruptcy.	Change providers to another digital platform provider.	Good communication with Asian American Education Project during the program.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. <u>Assurances. Administrative Requirements. Cost Principles. Representations and</u> <u>Certifications</u>

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. <u>Civil Rights Act of 1964 – Title VI</u>

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C._§ 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance awards to avercome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <u>"Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov</u>.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310.

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)

Fiscal Year 2021 Targeted Violence and Terrorism Prevention (TVTP) Grant Program

<u>NOTE:</u> If you are going to apply for this funding opportunity and have <u>not</u> obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, <u>are not</u> currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at:

http://www.grants.gov/web/grants/register.html Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply through Grants.gov." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. <u>Program Description</u>

1. Issued By

U.S. Department of Homeland Security (DHS), Office for Targeted Violence and Terrorism Prevention (OTVTP)/Federal Emergency Management Agency (FEMA)

- 2. Assistance Listings Number 97.132
- **3.** Assistance Listings Title Financial Assistance for Targeted Violence and Terrorism Prevention
- **4. Funding Opportunity Title** Fiscal Year 2021 Targeted Violence and Terrorism Prevention Grant Program
- 5. Funding Opportunity Number DHS-21-TTP-132-00-01
- 6. Authorizing Authority for Program Homeland Security Act of 2002, as amended (Pub. L. No 107-296) and Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 7. Appropriation Authority for Program Department of Homeland Security Appropriations Act, 2021 (Pub. L. 116-260)
- 8. Announcement Type Initial
- 9. Program Category Prevention

10. Program Overview, Objectives, and Priorities

a. Overview

From its founding, one of the primary missions of the Department of Homeland Security has been to "prevent terrorist attacks within the United States." In the wake of the 9/11 attacks, DHS used this mandate to develop nationwide capabilities that help to detect and disrupt terrorist plots directed from overseas. Examples of these capabilities included stopping terrorist travel with enhanced law enforcement and intelligence capabilities and ensuring that state, local, tribal, and territorial (SLTT) governments were integrated in this mission as part of a holistic approach to preparedness. In the last decade, the terrorist threat has evolved. Domestic terrorists have caused more deaths in the United States in recent years than have terrorists connected to foreign terrorist organizations (FTOs). Domestic terrorist attacks and hate crimes sometimes overlap, as perpetrators of prominent domestic terrorist attacks have selected their targets based on factors such as: race, ethnicity, national origin, religion, sexual orientation, gender, and gender identity. In assessing the terrorist threat, the DHS 2020 Homeland Threat Assessment finds that domestic violent extremists, to include violent white supremacists, are "the most persistent and lethal threat in the Homeland." Since 2018, violent white supremacist extremists have conducted more lethal attacks in the United States than any other violent extremist movement. While lone offenders, as opposed to cells or organizations, are the most common perpetrators, lone offenders are also most often part of a broader movement and will sometimes engage in outreach with like-minded individuals abroad in order to expand their violent extremist networks. Violent white supremacist extremists' outlook can generally be characterized by hatred for immigrants and ethnic minorities, often combining these prejudices with virulent anti-Semitism, anti-Muslim, and anti-LGBTQ+ views. Additionally, FTOs such as Al-Qa'eda and ISIS continue to leverage digital communication platforms to inspire domestically-based individuals to commit terrorist attacks with little to no training and preparation. Furthermore, we have seen individuals commit or plan mass casualty attacks with no clear nexus to a violent ideology, devastating hometowns across America. The latest research continues to show that the risk factors for individuals being radicalized to violence are similar across the ideological spectrum, and that other acts of targeted violence also share many of those risk factors.

The Fiscal Year 2021 (FY21) Targeted Violence and Terrorism Prevention (TVTP) Grant Program is a critical support for the development of local prevention frameworks that address priority areas and diverse threats. These frameworks are called for by the Department's Strategic Framework and align with the Department's goal to "Counter Terrorism and Homeland Security Threats," as described in the DHS Strategic Plan for Fiscal Years 2020-2024. It builds off the <u>lessons learned and promising practices</u> from the department's past and ongoing activities and seeks to make awards to projects that will build local capacity to prevent targeted violence and all forms of terrorism.

b. Objectives

The FY21 TVTP Grant Program seeks to provide funding to implement local prevention frameworks and explore innovative approaches to preventing targeted violence and terrorism. Applications are being sought in three application tracks: Promising Practices-Single Project, Promising Practices-Multiple Projects, and Innovation. Each track, as explained in Appendix A, supports the development of local prevention frameworks in accordance with the 2019 DHS Strategic Framework. Local prevention frameworks and the approaches sought in the Innovation track support terrorism prevention objectives in the March 2021 Interim National Security Strategic Guidance, to align resources to evolving threats.

The objectives of the TVTP Grant Program align with the objectives of developing local prevention frameworks (see Appendix A for additional details):

- Raising awareness of radicalization to violence,
- Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increased communications addressing radicalization to violence,

- Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understanding the role of threat assessment and management teams,
- Ensuing members of the local community have access to multi-disciplinary threat assessment and management teams, and
- Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

The TVTP Grant Program seeks to provide funding to applications that align with these objectives and that protect privacy, civil rights, and civil liberties. Please see Appendix D for research, logic model, performance measurement, and other resources that can be referenced to design project proposals.

c. Priorities

The FY21 TVTP Grant Program has the following priorities:

- Preventing Domestic Violent Extremism
- Enhancing Local Threat Assessment and Management Capabilities
- Implementing Innovative Solutions for Preventing Targeted Violence and Terrorism
- Challenging Online Violence Mobilization Narratives

11. Performance Measures

Performance measures and metrics are identified in subparagraph (b) for each project type in Appendix B.

B. Federal Award Information

1. Available Funding for the NOFO:

See Appendix B for target award amounts for each project type. These amounts are not a minimum or maximum award, but if the applicant requests an amount that significantly deviates from the target award amount for the applicable track or project type, DHS will require the applicant to include a detailed justification.

2. Period of Performance:

Extensions to the Period of Performance are allowed; please see Section H. Additional Information, Period of Performance Extensions.

FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

3.	Projected Period of Performance Start Date(s):	10/01/2021
4.	Projected Period of Performance End Date(s):	09/30/2023
5.	Funding Instrument Type:	Grant

24 months

\$20,000,000.00

C. Eligibility Information

1. Eligible Applicants

- a. Local governments as defined by 2 C.F.R. § 200.1
- b. Federally recognized Indian tribes as defined by 2 C.F.R. § 200.1
- c. Nonprofits with 501(c)(3) IRS status
- d. Institutions of higher education as defined by 2 C.F.R. § 200.1
- e. State governments as defined by 2 C.F.R. § 200.1.

2. Applicant Eligibility Criteria

Applicants must demonstrate that they have sufficient authority and capacity to implement a project outlined in Appendix B, including the capability to engage the participants they propose to include in their projects.

All applicants must include the required elements for all applications (See Appendix C, "Contents and Format of Application"), as well as specific requirements of the projects they are proposing, including performance measures, for each project type (See Appendix B). Failure to provide a complete application or significant deviation from the requirements can cause an application to be ineligible and not reviewed or scored.

3. Other Eligibility Criteria

Privacy, Civil Rights, and Civil Liberties: Proposed projects shall not infringe on individual privacy, civil rights, and civil liberties. Applications shall describe any potential impacts to privacy, civil rights, and civil liberties and ways in which applicants will prevent or mitigate those impacts and administer their projects in a nondiscriminatory manner. Applications that describe programs projects or activities that do not appropriately protect privacy, civil rights, or civil liberties will be deemed ineligible for funding.

4. Cost Share or Match

A Cost Share or Cost Match is not required.

D. Application and Submission Information

- 1. Key Dates and Times
- a. Application Start Date:
 03/24/2021

 b. Application Submission Deadline:
 05/25/2021 5:00:00 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

DHS/FEMA will not review applications that are received after the deadline or consider these late applications for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for DHS/FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or <u>NDGrants@fema.dhs.gov</u>. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

08/31/2021

d. Anticipated Award Date:

No later than 09/30/2021

e. Other Key Dates

Event	Suggested Deadline for Completion	
Obtaining DUNS Number	Four weeks before actual submission deadline	
Obtaining a valid EIN	Four weeks before actual submission deadline	
Updating SAM registration	Four weeks before actual submission deadline	
Creating a profile and organization in ND Grants	Four weeks before actual submission deadline	
Starting application in Grants.gov	Four weeks before actual submission deadline	
Completing Application in ND Grants	One week before actual submission deadline	
Submitting the Final Application in ND Grants	By the submission deadline	

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Hard copies of the NOFO can be downloaded at <u>Grants.gov</u> or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with <u>login.gov;</u>
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. Submit the final application in ND Grants, including electronically signing applicable forms; and
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting <u>askcsid@fema.dhs.gov</u> and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Organizations must also have a Grants.gov account to apply for an award under this program. Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines. Complete organization instructions can be found on Grants.gov here: https://www.grants.gov/web/grants/applicants/organization-registration.html.

If individual applicants are eligible to apply for this grant funding opportunity, refer to: <u>https://www.grants.gov/web/grants/applicants/registration.html</u>.

b. Obtain a DUNS Number:

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html</u>

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit <u>https://gsa.gov/entityid</u>.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <u>https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online</u>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: <u>https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3</u>.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <u>https://www.sam.gov/SAM/pages/public/loginFAQ.jsf</u>.

e. *Register with SAM*:

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to: <u>https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html</u>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <u>https://www.fsd.gov/fsd-gov/home.do</u> or call toll free (866) 606-8220.

f. Create a Grants.gov Account:

The next step in the registration process is to create an account with Grants.gov. Applicants must know their organization's DUNS number to complete this process.

For more information, follow the on-screen instructions or refer to: https://www.grants.gov/web/grants/applicants/registration.html.

See also Section D.8 in this NOFO, "Submitting the Final Application in ND Grants," for instructions on how to register early in ND Grants.

i. Add a Profile to a Grants.gov Account:

A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/add-profile.html</u>.

j. EBiz POC Authorized Profile Roles:

After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the Authorized Organization Representative (AOR) role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html</u>.

k. Track Role Status:

To track your role request, refer to: <u>https://www.grants.gov/web/grants/applicants/registration/track-role-status.html</u>.

I. Electronic Signature:

When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to: https://www.grants.gov/web/grants/applicants/workspace-overview.html

a. Create a Workspace:

Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

b. Complete a Workspace:

Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

c. Adobe Reader:

If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: <u>https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html</u>

d. Mandatory Fields in Forms:

In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

e. Complete SF-424 Fields First:

The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

f. Submit a Workspace:

An application may be submitted through workspace by clicking the "Sign and Submit" button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package <u>at least 24-48 hours prior to the close date</u> to provide you with time to correct any potential technical issues that may disrupt the application submission.

g. Track a Workspace:

After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking

number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

h. Additional Training and Applicant Support:

For additional training resources, including video tutorials, refer to: <u>https://www.grants.gov/web/grants/applicants/applicant-training.html</u>

Grants.gov provides applicants 24/7 (except federal holidays) support via the toll-free number (800) 518-4726, email at support@grants.gov and the website at https://www.grants.gov/support.html. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact <u>ndgrants@fema.dhs.gov</u> or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the <u>SF-424 family on Grants.gov</u>. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXX) from Grants.gov with the successful transmission of its initial application. This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <u>https://www.grants.gov/web/grants/forms/sf-424-family.html</u>.

I. GRANTS.GOV

- SF-424, Application for Federal Assistance, initial application submitted through Grants.gov
- Grants.gov Lobbying Form, Certification Regarding Lobbying, submitted through Grants.gov

II. ND GRANTS

- SF-424A, Budget Information (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424C, Budget Information (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction), submitted via the forms generated by ND Grants
 - For construction under an award, submit SF-424D, Standard Assurances (Construction), submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities, submitted via the forms generated by ND Grants
- Indirect Cost Agreement or Proposal, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.12 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal

might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Application Forms and Information

- Project Narrative, submitted as a single attachment in ND Grants. The Project Narrative has the following components:
 - Cover Page
 - o Body
 - Appendices

See Appendix C for detailed instructions on completing the Project Narrative.

• See also Appendix E for a budget worksheet example.

11. Other Submission Requirements

For additional information and formatting instructions see Appendices C and E.

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. **DEFINITIONS**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs are NOT Allowed

c. Management and Administration (M&A) Costs

M&A costs are allowable by the recipient up to 5% of the award. M&A activities are those defined as directly relating to the management and administration of TVTP funds. M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes; and responding to official informational requests from state and federal oversight authorities.

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the DHS Program Analyst and FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the DHS Program Analyst and FEMA Grants Management or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. Other Direct Costs

Planning, training, organization, exercises, and domestic travel are allowed under this program.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

DHS will review applications submitted in three application tracks, based on project type. Applications will be scored on the following merit criteria and will be assigned points up to the maximum number of points listed for the below criteria for a total maximum score of 100 points. Please Refer to Appendix C for a detailed description of the required elements associated with the below scoring criteria.

Needs Assessment

15 Points

Applicants will conduct a needs assessment as described in Appendix C. Applicants must describe the current local prevention framework or activities in the relevant localities that may become part of a local prevention framework as a result of the applicants' proposed project. Applicants should also demonstrate how the proposed project(s) move their locality/target population from the current state to their goal state. In order to receive the maximum number of points applicants will outline activities from a broad range of stakeholders in their planned area of performance in determining their needs and currently available resources.

Applicants must outline:

- The target population for services (the group of individuals that are expected to use the proposed program) and the estimated number of people in that target population 10 points
- An inventory of other programs that currently serve the target population 5 points

Program Design and Implementation and Measurement Plan 45 points

The program design is a critical part of the application that demonstrates the degree to which applicants understand how their proposed work will have an impact in preventing targeted violence and terrorism. The Implementation and Measurement Plan is the applicant's opportunity to demonstrate the details of their program design as well as capacity of program design, program management, and understanding of performance measurement and reporting. Each application will be scored on the quality of their Implementation and Measurement Plan in accordance with the DHS Template. To receive the maximum number of points, applicants should complete the template in a logical way that, when used in reporting progress to DHS, conveys the most meaningful aspects of their programs. To receive the maximum number of points:

- Applications will include all of the elements of the Program Design, as described in Appendix C, including a problem statement, program goals and objectives, and a logic model/theory of change. 10 Points
- Demonstrate a clear connection between their problem statement, program goals/objectives, logic model and theory of change such that it conveys a program that has the best chance of achieving the intended results. 10 Points
- Demonstrate capacity to execute the program as designed and a clear understanding of performance measurement 5 points.

Clearly outline their project goal state and target population as described in their needs assessment. -5 points

Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes. (5 points)

• Appropriately craft performance measures that define what constitutes the success of each activity as well as a corresponding data collection method and timeframe based on required performance measures by project as identified in Appendix B. – 10 points

• As outlined in Federal Award Administration Part 2. Administrative and National Policy Requirements, Protection of Human Subjects in Research and Appendix B, certain project types and their respective required performance measurements will meet the federal definition for research and human subject research and therefore require an IRB determination from an IRB and DHS. Such applicants should incorporate this determination process into their IMP and submit a DHS determination request form with their application.

Organization and Key Personnel

Applicants are required to describe their organization and the key personnel that will work on the project. To receive the maximum number of points, applicants will provide:

- Details that indicate how the organization is poised to deliver the intended outcomes of their projects though past successes in prevention or related work and how the key personnel have sufficient subject matter expertise to accomplish the project.
- Projects utilizing partners to carryout significant portions of the project should include a detailed description the partner's experience and capability as well as a letter of support or similar documentation in order to be highly scored in this category.

Sustainability

Applicants are required to describe how the activities and capabilities in their proposed project will be sustained following the end of the period of performance. To receive the maximum number of points applicants will outline:

- A feasible plan to sustain all the capabilities developed by their project permanently without Federal funding. 10 Points
- How the proposed project fits into the larger mission of the organization and therefore the likelihood it will be maintained beyond the period of performance. 5 Points
- Applicants who have previously received an award under Assistance Listing 97.132 (CVE and TVTP Grant Programs) will be required to describe how their proposed project complements their past award and why the additional funding is necessary for building a local prevention framework in their community.

Budget Detail and Narrative

The budget detail will be evaluated to determine if the proposed costs are reasonable and well supported by the budget narrative. In order to receive the maximum number of points applicants will propose an efficient, realistic budget, and if applicant deviates significantly from the target award funds associated with each project, the narrative will include a reasonable justification for the deviation.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or

15 Points

15 Points

10 Points

financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

d. Security Review

Using a risk-based approach, DHS will conduct a security review of nonprofit applicants, excluding institutions of higher education, with scores in the top tier of applications to ensure that funds will be used for their intended purpose and that recipients are not known to engage in activities that raise security concerns or are otherwise contrary to the purpose of the program. DHS will use certain Personally Identifiable Information (PII) submitted by applicants as part of the application process in ND Grants and Grants.gov to query national security databases.

Additionally, if derogatory information is found through these queries, DHS may conduct additional searches using publicly available information to identify controlling individuals of the organization, including key employees and board members of the organization not otherwise identified in the grant application or materials accompanying submissions. DHS will review potentially derogatory information as well as any mitigating information in determining if any security risk exists. DHS grant awards are inherently discretionary, and DHS will not make awards in cases when there is a credible security risk. Other than not being considered for an award, no adverse action will be taken against an applicant if they are disqualified for receiving an award under this opportunity because of the security review. **By submitting an application under this funding opportunity, applicants consent to undergoing this security review.** DHS has published a <u>Privacy Impact Assessment</u> (PIA) describing this process in more detail. Prospective applicants should review that document.

2. Review and Selection Process

OTVTP will review applications submitted by the deadline against the eligibility criteria in Section C. Each application deemed eligible will be reviewed and scored by two subject matter experts (SMEs) with expertise in terrorism, targeted violence, prevention, or related subjects. The SMEs scoring each application will confer to come to a consensus score with notes for each application.

OTVTP will convene a panel of SMEs drawn from OTVTP and/or other DHS or interagency Federal partners to review the top scoring applications. The panel will review applications by application track and project type identified in Appendix B. If, in the opinion of the panel, there are not sufficient quality applications in a given project type, no awards will be made in that project type. The panel will develop a recommendation on which projects, or portion of projects, to award based on the quality of the application (i.e., its scores) and some or all of the following additional factors:

- Meeting the priorities and objectives identified in Section A and Appendix A;
- achieving diversity in project type while avoiding duplication of effort;
- achieving geographic diversity (to include regions as well as type (e.g., urban, suburban, rural));
- achieving diversity in eligible applicant type; and
- maximizing the use of funds.

The panel's recommendations shall provide a listing of projects for award that will account for the entire amount of funds available under this opportunity and a reserve list of awards totaling approximately 20% of the total available funding. The reserve list will be used to replace applications removed from consideration due to negative findings in the financial integrity reviews described in paragraphs 1.b. and c. of this section, the security review described in paragraph 1.d. of this section, or if a selected application fails to accept an award within the time period indicated in Section F.

The Director of OTVTP in coordination with the FEMA Assistant Administrator, Grant Programs Directorate will provide the recommendations of the panel to the DHS Under Secretary for Strategy, Policy, and Plans for final award determination. The Under Secretary may review additional information pursuant to the security review and may also consider other factors in making their final award determination.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all** conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u> along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: <u>DHS Standard</u> <u>Terms and Conditions</u>.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the <u>National Preparedness Goal</u>, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving <u>federal financial assistance</u> from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the <u>DHS Standard Terms</u> and <u>Conditions</u>. Additional information on civil rights provisions is available at <u>https://www.fema.gov/about/offices/equal-rights</u>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the <u>FEMA.gov EHP page</u>, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

d. Privacy of Project Participants

DHS takes seriously its responsibility to protect the privacy of individuals in all of its activities. In addition to abiding by the "Best Practices for Use and Collection of Personally Identifiable Information (PII)" included in the DHS Standard Terms and Conditions, recipients of a grant under this program shall limit the collection of PII to only the information necessary to implement their project. Recipients shall not transmit PII of program participants to DHS. In the collection of information for the purposes of measuring performance, program evaluation, and meeting DHS reporting requirements, data should be aggregated or anonymized prior to transmittal.

e. Protection of Human Subjects in Research

Successful applicants must meet all DHS and U.S. Department of Health and Human Services (HHS) requirements regarding research involving human subjects. These

requirements can be found in 45 C.F.R. Part 46, Subparts A-D. Subpart A of 45 C.F.R. Part 46 codifies the Federal Policy for the Protection of Human Subjects (also known as The Common Rule) which represents the basic foundation for the protection of human subjects in most research conducted or support by U.S. Federal departments and agencies. Certain project types, as outlined in Appendix A, require evaluation work that may meet the definition of research and may require the grantee to receive approval from an Institutional Review Board (IRB) prior to collection of information. Any project collecting information from minors MUST have approval from an IRB prior to initiating work with minors. DHS IRB determination guidance and request form are provided with the application requirements. Successful applicants will incorporate an IRB determination review process into their program design where relevant. OTVTP will assess whether or not an IRB determination will be required during the application review process.

f. Implementation and Measurement Plan

Applicants are required to submit an Implementation and Measurement Plan (IMP) as part of their application narrative. Recipients under this program will be required to have their IMP approved by OTVTP prior to beginning performance. Receiving an award under this program does not constitute final approval of their IMP.

g. Evaluation

By accepting award, all recipients agree to participate in an evaluation of this grant and to follow all related protocols established by DHS, which may include analysis of the effects on individuals and providing access to program operating personnel and participants, as specified by the evaluator(s) including after the period of performance.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Recipients must file the FFR electronically using the Payment and Reporting Systems (<u>PARS</u>).

II. FFR Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

1. Report Procedure and Contents

Programmatic performance reports are submitted through ND Grants and emailed to the assigned Program Analyst. The reports shall include:

- Narrative description of activities during the reporting period including
 - o Issues or challenges identified
 - An assessment of whether the project is on track to meet its timeline and outcome goals.
- Information collected in accordance with their approved Implementation and Measurement Plan (IMP) with the progress reporting for the covered reporting period. Each approved IMP will include the required performance measures identified in paragraph b. for each project type in Appendix B.
- Detailed data on project outputs in a format to be prescribed by OTVTP.

2. Programmatic Reporting Frequency

Programmatic reports are due on a quarterly basis (please see above chart indicating reporting periods and due dates). For the programmatic report due for the last quarter before the end of the POP, the recipient must include a qualitative narrative summary detailing all accomplishments of the grant to date; the impact of those accomplishments; and underlying data to support the narrative. OTVTP will review the report for sufficiency and provide any necessary feedback for what needs to be submitted in the final programmatic report after the POP ends, which shall be submitted within **120 days after** the end of the period of performance as described below and per 2 C.F.R. § 200.344(a).

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <u>https://www.gao.gov/yellowbook/overview</u>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <u>http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f</u>.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, OTVTP and FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit OTVTP and FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to OTVTP and FEMA requests for information relating to the award.

Effective monitoring and oversight help OTVTP and FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

OTVTP and FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, OTVTP and FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in

that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The DHS OTVTP is the overall programmatic lead for the TVTP Grant Program; for questions related to project design, and other programmatic required elements of the program please contact the office via email at <u>TerrorismPrevention@hq.dhs.gov</u>

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at <u>askcsid@fema.dhs.gov</u>, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to <u>FEMA-CivilRightsOffice@fema.dhs.gov</u>.

d. Environmental Planning and Historic Preservation

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with <u>Grants.gov</u>, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at <u>support@grants.gov</u>.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <u>https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system</u>

c. Payment and Reporting System (PARS)

FEMA uses the <u>Payment and Reporting System (PARS)</u> for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email <u>ask-GMD@fema.dhs.gov</u>.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. § 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's Program Analyst and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Implementation and Measurement Plan and as approved by DHS.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to DHS for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's <u>Guidance on</u> <u>Planning for Integration of Functional Needs Support Services in General Population</u> <u>Shelters</u>.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level passthrough entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when

those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development <u>and</u> execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 - 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of

conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The nonfederal entity must disclose in writing any potential conflicts of interest to FEMA or the passthrough entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <u>https://www.gsa.gov/resources-for/programs-for-State-and-local-governments</u> and <u>https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments</u>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its OTVTP Program Analyst or FEMA Grants Management Specialist.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for <u>at least</u> three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient

does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for three years after final disposition of the property. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The record retention period will be extended if the recipient is notified in writing of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were submitted for negotiation. If indirect cost rate documents were not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate. See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges;

administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. § 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of

prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the <u>Federal Audit</u> <u>Clearinghouse</u> within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(b) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(c).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete SF-1199A, Direct Deposit Form.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations

- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

- 1. Involving people in the development of national preparedness documents.
- 2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Disclosure of Application Materials

When submitting your application, Grant Applicant should identify any copyrighted materials, trade secrets, commercial or financial information, with a suitable notice or legend in the submissions set forth herein. Provided you, the Grant Applicant, provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this NOFO, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Grant Applicant agrees to identify any information in such application or communication it considers to be commercial or financial information that the Grant Applicant customarily keeps private or closely-held.

Following the close of the application period, DHS will release a listing of all entities that have applied for a grant pursuant to this NOFO, including the following information: Application Number, Application Track, Project Type, Organization Name, Amount of Funds Requested, City, State, and Organization Type. After final awards are made under this opportunity and awardees have been identified, notified, and publicly released, DHS will release the applications of all awarded grant projects with the exception of Personally Identifiable Information, and information determined to be law enforcement sensitive or proprietary in nature, including financial and commercial information noted above, following consultation with each recipient. DHS plans to withhold unsuccessful applications in full.

If DHS receives a request for any Grant Applicant Data provided to DHS as a result of this NOFO (e.g., Freedom of Information Act), DHS will provide Grant Applicant with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Grant Applicant a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed statement of the reasons for which its disclosure objections are not sustained. DHS will provide Grant Applicant with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure date, in

order that the matter may be considered for possible judicial intervention. DHS will notify Grant Applicant promptly of all instances in which requesters have brought suit seeking to compel disclosure of Grant Applicant Data.

12. Appendices

- A. Goals, Objectives, and Outcomes
- B. Application Tracks and Project Types
- C. Contents and Format of Project Narrative
- D. Research and Resources
- E. Budget Template

Appendix A: Goals, Objectives, and Outcomes

On September 20, 2019, DHS released its <u>Strategic Framework for Countering Terrorism and</u> <u>Targeted Violence</u> (CTTV). The Framework's third goal, "Prevent Terrorism and Targeted Violence," outlines the Department's approach to the prevention of targeted violence and terrorism. This approach is focused on the establishment and expansion of locally-based prevention frameworks. Goal 3 of the CTTV explicitly calls out DHS grant funding as a mechanism to accomplish this goal.

The Department's Office for Targeted Violence and Terrorism Prevention (OTVTP) is tasked with equipping and empowering local efforts that prevent individuals from radicalizing to violence and to intervene with individuals who have (or are) radicalizing to violence. Radicalizing to violence is the process wherein an individual comes to believe that the threat or use of violence is necessary – or justified – to accomplish a goal. OTVTP is focused on ensuring prevention programming is institutionalized at the local level across the country. In engaging the whole of society at the local level, OTVTP seeks to ensure that vulnerable populations are protected. The primary goal of this grant program, therefore, is to establish and enhance locally-based prevention frameworks and programs. In doing so, this grant program directly supports the implementation of Goal 3. The following grant-related objectives, outcomes, and outcome indicators align with the objectives found in Goal 3 of the CTTV.

A local prevention framework is a flexible model that attempts to reach all segments of the local society to ensure a variety of objectives are met. Achieving this framework requires significant and continued stakeholder engagement at the state and local level to build transparent and trusted relations among the whole of society. Such relationships reduce risk, enhance resilience, ensure information sharing, and fulfill requests for service. Building and sustaining these relationships is therefore a core goal of all prevention frameworks.

Each community is unique – with different resources, population compositions, infrastructures, political climates, local needs, and relationship challenges. Local dynamics may impact the reception, support, and success of prevention programs. These local dynamics are key to building a local prevention framework that is supported by residents.

Goal of the TVTP Grant Program: Establish, expand and/or enhance local targeted violence and terrorism prevention frameworks.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like.

- Outcome: Increase societal awareness of targeted violence, terrorism and the process of radicalization to violence.
- Outcome: Increase media literacy and online critical thinking initiatives.
- Outcome: Increase skills in identifying and avoiding narratives related to recruitment and mobilization to violence

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- Outcome: Increase individual resilience to make populations less susceptible to risks of targeted violence and terrorism.
- Outcome: Increase resilience to narratives on recruitment and radicalization to violence.
- Outcome: Increase digital awareness-raising campaigns for conflict resolution and/or reduction of inter-group tensions.
- Outcome: Increase digital awareness-raising campaigns promoting social capital, sense of belonging, and feeling of security.
- Outcome: Increase narratives challenging recruitment/terrorism narratives.
- Outcome: Increase digital awareness-raising campaigns challenging targeted violence and terrorism.

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- Outcome: More jurisdictions/regions adopt comprehensive prevention frameworks to govern their prevention activities.
- Outcome: Increase access to threat assessment and management services.
- Outcome: More communities have programming to enhance resilience to targeted violence and terrorism narratives.
- Outcome: Enhanced social cohesion programs supporting prevention efforts aimed at targeted violence and terrorism, inter alia.

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- Outcome: Increase engagement with individuals online with risk-factors for targeted violence and terrorism.
- Outcome: Enhanced capability to directly resolve risk factors with individuals engaged online.
- Outcome: More effective mechanisms for local citizens to refer and connect individuals with risk factors to online or offline intervention capability.

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

• Outcome: Referring and connecting individuals with risk factors to online or offline intervention capability.

Objective 6: The local community has a variety of programs (e.g, service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

- Subobjective: Communities develop and implement recidivism reduction programming to address individuals convicted of crimes related to terrorism and targeted violence or who become at-risk for terrorism and targeted violence while in correctional facilities.
 - Outcome: State and local correctional facilities establish programs to provide services and resources to inmates and returning citizens with a conviction for a targeted violence or terrorism related offense.
 - Outcome: State and local correctional facilities develop mechanisms to assess risk of targeted violence or terrorism in their populations.
 - Outcome: State and local correctional facilities address drivers of radicalization in their facilities.
 - Outcome: State and local probation and parole authorities establish programs to provide resources with individuals with a conviction for a targeted violence or terrorism related offense or who are at-risk to commit targeted violence or terrorism.

Appendix B: Application Tracks and Project Types

DHS seeks to fund proposals from this announcement to assist in the development of local prevention frameworks through three application tracks:

- 1. **Promising Practices: Multiple Projects.** 1) This track will fund multiple prevention programs to enhance or expand an existing local prevention framework that reaches all segments of their locality, or 2) to establish a new local or regional prevention framework. This is the only track that allows for multiple projects types in a single application. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track. Applicants in this track have already met one or more of the Objectives of a local prevention framework as outlined in Appendix A.
- 2. **Promising Practices: Single Project.** This track will fund specific prevention programs from discrete categories (see below) that have been previously implemented either locally or in other parts of the U.S. as part of a local prevention framework. It is expected that these programs will support either existing or future local prevention frameworks. Applicants in this track are required to 1) identify the practice they are modeling their proposal on, 2) identify and provide any previous assessments or evaluations on the practice, and 3) identify any changes in the project's theory of change from the practice they are implementing. Project types submitted must align with the general project types, including required elements, outlined under the "Promising Practices" track.
- 3. **Innovation:** This track is for projects that approach the broader goal of targeted violence and terrorism prevention in new or untested ways. This can include 1) a different theory of change for a "Promising Practices" project or 2) a new theory of change that has not been previously implemented. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track.

All applicants seeking funds under this announcement should indicate clearly which one (1) track/project type they are applying to and adhere to the requirements and other guidance provided in each track/project description.

Each project contains a target funding level; this is neither a maximum nor a minimum.

Applicants are encouraged to build a budget that best reflects the lowest cost to accomplish their project, considering among other things the size of their proposed audience, local cost of living, prevailing wages, or costs of procuring necessary services. The needs assessment described in Appendix C should identify if there are resources in other programs that can be leveraged to lower the cost to the federal award. While all projects should contain a clear estimation of the size of their audience and other factors impacting their budgets, proposed projects that request an award amount that deviates more than 50% from the target award amount listed must include a clear justification for the deviation in the budget narrative submitted with their application.

All projects require the recipient to gather and report to DHS on specific program monitoring measures, or in some cases, identify performance measures that align with the goal, objectives, and outcomes in Appendix A. Upon award, DHS will provide additional guidance to grantees clarifying expectations around program monitoring measures and grantees, by virtue of applying, agree to meet DHS' expectations for data collection. Applicants should refer to Section F "Privacy of Project Participants" and "Protection of Human Subjects in Research" when designing their data collection methods; adherence to these provisions helps ensure that project participants are properly protected in accordance with federal laws and regulations and any applicable state, tribal, or local laws.

Promising Practices-Multiple Projects Track

Project Type Description: DHS seeks applicants to propose the formation of an integrated local prevention framework. Such a framework should provide a comprehensive approach to:

- 1. Raising awareness of radicalization to violence,
- 2. Raising awareness of the risk factors for and the protective factors against radicalization to violence,
- 3. Ensuring members of the local community engage the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence,
- 4. Ensuring members of the local community have the ability to act on their awareness training by knowing how to contact and understand the role of threat assessment and management teams,
- 5. Ensuring members of the local community have access to multi-disciplinary threat assessment and management teams, and
- 6. Ensuring the local community has a variety of programs that address risk factors while also providing services supporting threat management approaches.

Successful applicants will describe how the various activities included in their funding request will support a comprehensive approach that is in alignment with the Strategic Framework for Countering Terrorism and Targeted Violence. Entities that require participation of other organizations will include sufficient evidence that there is support for such work through letters of support, letters of intent, or memoranda of understanding.

- 1. Required Program Monitoring Measures:
 - a. All required performance measures for projects from the "Promising Practices Track" that are proposed.
 - b. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- 2. Anticipated Award Range: \$100,000 to \$750,000. The requested amount should be broken down by each project included in the application. The budget narratives should

consider the guidance on the target award amounts of the included projects and include well supported costs associated with operating other activities proposed. Applicants are also required to provide an assessment of the severability of the proposed projects and rank order the projects by priority in the event there is not sufficient funding to fund the entire proposal.

Promising Practices-Single Project Track

Track Description: Eligible entities may request funding to implement a prevention project that has already been implemented in another local community – or expand an existing program to a new or larger target population. Each of these project types can assist state, tribal, and local partners as well as nonprofits and institutions of higher education build basic prevention capabilities in their communities or fill a specific gap in capabilities. These projects are organized by the local prevention framework objectives.

Objective 1: The local community has awareness of the radicalization to violence process and what the threat of targeted violence and terrorism looks like

- 1. Raising Societal Awareness,
 - a. Eligible entities may apply for funding to develop and deliver awareness training for community members (law enforcement, service providers, faith leaders, and other audiences). Applicants may also apply for programs that use a "train-the-trainer" model to train members of the community to provide awareness training themselves. Training shall focus on risk factors for radicalization to violence. DHS has an existing training curriculum available for the public and law enforcement (this curriculum, the Law Enforcement Awareness Briefing (LAB), is a *train-the-trainer* model). Existing DHS awareness briefings can be customized for local needs. Applicants may propose specific training development and delivery to specialized audiences such as faith groups, schools, workplaces, etc.
 - b. Required Program Monitoring Measures:
 - a. Number of training session conducted.
 - b. Number of participants at each training session.
 - c. Aggregated level demographic information of participants.
 - d. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$150,000
- 2. Media Literacy and Online Critical Thinking Initiatives

a. Eligible entities may apply to develop and deliver media literacy/online critical thinking education as part of standalone classes or integrated into a larger curriculum. Topics covered in proposed curricula shall include understanding bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals and groups. Applicants should describe the main themes of lesson plans that will be included in the proposed curricula.

Successful applicants will demonstrate ready access to the target population for the curricula such as school, school district, college/university, community learning center, or other entity with access to an appropriate target population with a letter of support/intent from a school.

- b. Required Program Monitoring Measures:
 - i. Number of participants enrolled in course.
 - ii. Number of participants who complete course.
 - iii. Aggregate level demographic information on participants.
 - iv. Aggregated data on results of skills-based tests.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$100,000

Objective 2: The local community has awareness of both the risk factors for – and the protective factors against - radicalizing to violence.

- 3. Civic Engagement
 - a. Eligible entities may apply for funding to build or expand programs that encourage community engagement, education, and resilience against radicalization to violence. Applicants for this project must describe how the intended activities will address early-stage radicalization to violence through coordination and engagement activities that reduce community vulnerability to associated risk factors or enhance protective factors. Applicants must describe how intended outcomes seek to increase community resilience to radicalization to violence through the understanding of threat prevention, improved social cohesion, reduced inter-group tensions, or reduced youth vulnerability.
 - b. Required Performance Measures
 - i. Number of community engagement events.
 - ii. Number of participants at community engagement events.
 - iii. Aggregate level demographic information on participants.
 - iv. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award

- c. Target Award Amount: \$50,000
- 4. Youth Resilience Programs
 - a. Eligible entities may apply for funding to establish or expand programming to develop protective factors in youth. Examples of protective factors include social capital, sense of belonging, and feelings of security. Applicants must address the development and implementation of programs that target the reduction of risk factors to violence, including leadership, mentorship, employment skill building, or civic engagement. [NOTE: Minors are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].
 - b. Required Program Monitoring Measures:
 - i. Number and type of engagements/services provided.
 - ii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
 - c. Target Award Amount: \$75,000

Objective 3: Members of the local community engage among the broadest set of local stakeholders that sustain trusted partnerships and increase communications addressing radicalization to violence.

- 5. Threat Assessment and Management Teams
 - a. Eligible entities may apply for funding to develop a threat assessment and management capability. This capability must include training for practitioners, development of protocols for handling referrals, and work with individuals with risk factors for targeted violence and terrorism.
 - b. Required Program Monitoring Measures:
 - i. Number of members of threat assessment and management team including professional background or other organizational affiliation (e.g., school counselor, faith leader, etc.).
 - ii. Information regarding how often team meets and for what purpose
 - iii. Number of cases opened including:
 - a. Identified risk factor(s)
 - b. Identified behavioral changes
 - c. Identified extremist ideology (if any)
 - d. Specific grievance (if identified)
 - iv. Number of referrals for outside services including service type (e.g., mental health, substance abuse, job skills, housing assistance)

- v. Case status: (active, in progress, closed).
 - a. If "closed," outcome of case (e.g., resolved, referred to law enforcement, etc.).
- vi. Anonymized case studies illustrating the threat management process
- vii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$300,000

Objective 4: Members of the local community have the ability to act on their awareness training and help members of their community before they threaten other members of the community by knowing how to contact – and understanding the role of – threat assessment and management teams.

- 6. Bystander Training
 - a. Eligible entities may apply for funding to deliver Bystander Training in their local community. If applicants propose developing training, topics covered in the curricula shall include risk factors, behavioral changes, and provide a locally-relevant list of services or contact information for providers to make referrals. Applicants should describe the main themes of the training that will be included in the proposed curricula. Successful applicants will demonstrate ready access to their target population.

DHS also has an existing training curriculum that may be used that aims to enhance the ability of individuals to recognize signs of radicalization to violence and, when safe to do so, take appropriate steps to engage with individuals in their social, family, or professional circles to provide them with assistance, refer them to other resources or services, or refer them to law enforcement if there is a risk of imminent harm. The training curriculum can be provided during the application period upon request. The training has a section that is customizable and minor modifications can be made with prior approval. Successful applicants will propose their intended target audience(s) and how they will engage individuals to participate. The training is appropriate for a general adult audience, and DHS seeks applications that will provide it to a general audience, as well as applications that propose audiences that may have a force-multiplying factor, such as professionals who engage with populations with risk factors for violence.

- b. Required Program Monitoring Measures
 - i. Number of participants who received training.
 - ii. Aggregate level demographic information of participants.

- iii. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$100,000
- 7. Referral Services
 - a. Eligible entities are invited to apply for funding to establish or expand a referral service (telephone, text, app, online, etc.) to address crises with callers, assessing whether they have risk factors for targeted violence or terrorism, and providing resources and referrals to individuals seeking help.

Successful applicants will have an implementation plan that describes the methods for training hotline counselors, establishing protocols for referring callers for additional assessment and management resources or to law enforcement if there is an imminent threat of harm, and a description of where individuals will be referred.

- b. Required Program Monitoring Measures:
 - i. Number of calls, by type of call
 - ii. Number of individuals referred to additional services
 - iii. Number of callers referred for threat assessment and management
 - iv. Number of calls referred to law enforcement.
 - v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award
- c. Target Award Amount: \$150,000

Objective 5: Members of the local community have access to multi-disciplinary (psychologists, educators, faith leaders, medical personnel, inter alia) threat assessment and management teams that can intervene with an individual who has radicalized to violence *before* it becomes a criminal justice issue.

- 8. Recidivism Reduction and Reintegration
 - a. Eligible entities are invited to apply for funding to develop institutional or community-based recidivism reduction and reintegration programs, to reduce risk factors and promote protective factors in individuals re-entering society, following release, and in probation or deferral programs. Applications should describe the risk factors they will examine and how they will select individuals for participation in the programming and the services to be provided (For example, individuals who have previously committed hate crimes). The application should also describe the assessment tools and other methods they will use to measure progress of individuals through the program
 - b. Required Program Monitoring Measures

- i. Number of individuals recommended for violence rehabilitation program(s).
- ii. Number of individuals enrolled in violence rehabilitation program.
- iii. Number of individuals that completed violence rehabilitation programming.
- iv. Status of cases (active, in progress, closed). If "closed," outcome of case (e.g., resolved, referred to law enforcement, USAO, etc.).
- v. Other measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.
- c. Target Award Amount: \$200,000

[NOTE: Prisoners are a vulnerable population and therefore have additional protections under The Common Rule for human subject research. Applicants must submit evidence that their project(s) has gone through an Institutional Review Board (IRB) review].

Objective 6: The local community has a variety of programs (e.g. service activities, career centers, after-school groups, mentoring, inter alia) that address risk factors while also providing services supporting threat management approaches.

Innovation Track

DHS seeks to continue to spur innovation in prevention by soliciting applications for new project ideas that can enhance prevention capabilities in local prevention frameworks. Any projects that meet one of the six local prevention framework objectives are eligible, especially projects that implement one or more of the priorities in Section A. All applicants must specify which local prevention framework Objective their proposed project will meet. Projects in this category should still have a well-developed theory of change but have not yet been implemented in the U.S. DHS anticipates making approximately \$5,000,000 in awards in the Innovation Track and anticipates making awards in the range of \$300,000.00 to \$750,000.00.

Required Performance Measures: Measures sufficient to ensure the project is being implemented as designed and as determined by DHS following award.

Appendix C: Contents and Format of Project Narrative

Applications must include a detailed narrative about the project being proposed. The Project Narrative is submitted as a single attachment to the application in ND Grants. It serves as the primary document that DHS reviews and scores. There is no government form for this document.

The Project Narrative consists of a *cover page, body,* and *appendices*. The page limits for the body are based on which track the application is being submitted to: Promising Practices: Single Project Track – 5 pages Promising Practices: Multiple Project Track —10 pages Innovation Track – 15 pages

The **cover page** must clearly show:

- The name of the entity applying
- The primary location (city/county and state/D.C./territory) of the applicant and the location(s) of activities (if different)
- The name of the application track
- The name of the project type (or types if applying in Promising Practices: Multiple Project Track)
- The amount of funds requested
- Project abstract, approximately 200 words, suitable for public release, describing the core elements of the proposed project

The **body** of the Project Narrative shall include the following numbered sections (please use the same numbers in the submitted narrative):

1. Needs Assessment

A needs assessment is a systematic approach used to identify capacity and gaps between current conditions and desired outcomes. A needs assessment helps to clarify and improve program design and implementation by helping applicants focus on how their proposal will help their community. While there are multiple ways to undertake a needs assessment, specific information that must be included in a proposal for funding are:

- The target population for services (the group of individuals that are expected to use the proposed program)
- The estimated number of people in that target population
- An inventory of other programs that currently serve the target population

A needs assessment should be able to identify other services that are available to the target population including how they are similar/different to the proposed project. If this proposal is to expand capacity of an already existing program, please note that here.

2. Program Design

Please describe the how the proposed program is designed. This design should include the following specific information:

• *A problem statement*: This is a clear description of the issue, challenge, or need the program seeks to address and serves as the program focus based on the FY2020 Targeted Violence and Terrorism Prevention Grant Program objectives outlined in Appendix A of this announcement.

• Program goals and objectives:

• Goals: Visionary long-term statements that are not resource dependent but should explain how this program supports the Department of Homeland Security's Strategic Framework for Countering Terrorism and Targeted Violence

• Objectives: Specific, measurable, achievable, relevant, and time-bound (SMART). Objectives are statements of the conditions the program is expected to achieve within the timeframe of the grant and using the resources provided.

• Logic model: A logic model is a tool to systematically document – and visually represent – program investments, activities, desired results, and the relationship between them. The creation of the logic model is a critical step for both program design and performance management. This is the model that states how – and why – the program will work to achieve objectives and goals. A logic model will visually demonstrate how inputs lead to activities, which lead to outputs, which lead to short-term outcomes, and finally result in long-term outcomes. Logic models must include the following:

• *A theory of change*: a brief statement that ties the logic model together by summarizing why, based on evidence and consideration of other possible programs, the changes described in the logic model are expected to occur. These are often written as "if/then" statements that link existing conditions to desired changes. If there is previous research/evidence to support the theory of change, it should be included here.

• Short- and Long-term outcomes:

• *Short-term Outcomes*: Short-term outcomes describe the immediate effects of the program (such as raising awareness, increased knowledge, changed attitude, changed behavior, etc.). Short-term outcomes are typically linked to program objectives. Applicants that include the optional performance measures will receive additional points.

• *Long-term Outcomes:* Long-term outcomes refer to the desired end-state (ultimate results) of the program – the program goals.

Outputs: The direct, tangible results of program activities. They are (often) easy to count (e.g., the number of people trained, the number of briefings held, etc.).
 Activities: The actions/events undertaken by the program to produce a desired outcome. Activities often have a clear link to the problem statement.

• Inputs: The resources invested to start and maintain program

implementation. These include financial resources, time, personnel, materials, supplies, etc. Inputs affect the scope of the program, the number of activities, and what outputs and outcomes are achievable.

• Contextual factors and underlying assumptions: What conditions, stakeholders, funding, or other factors are inherent to the program design and execution and may or may not influence program success. How are these factors being accounted for in the design and how the program may be evaluated?

• Likelihood of Success: Describe the evidence that demonstrates that the proposed strategy and approach are likely to lead to the anticipated outcomes.

3. Organization and Key Personnel

Describe your organization and the key personnel who will be working on the project. Include details on how the expertise of the key personnel will be used to carry out the project. If necessary include position descriptions when the personnel have not yet been hired. Changes in key personnel are permissible, but need to be communicated to OTVTP, if it is anticipated key personnel will depart prior to the period of performance commencing, only include information about the position and qualifications for the position. Resumes/CVs for key personnel should be included as attachments.

4. Sustainability

Please include a discussion of how the capabilities of your proposed project will be sustained following the period of performance.

5. Budget Detail and Narrative

The applicant must present a budget that identifies and explains all direct and indirect costs. These costs and all other expenses must be presented in a table format following the template in Appendix E. The budget portion of the application narrative should be a combination of a narrative and completed table.

Appendices

A. Completed Implementation and Measurement Plan (IMP) Template

The completed <u>IMP Template</u> must include the required performance measures indicated for each project type. The IMP will allow recipients to:

• Plan your project by outlining the activities to be accomplished, timeframes, and resources needed (personnel, equipment, meeting space, et.al.), and how project results will be sustained.

• Manage implementation of your project by enabling you to track implementation against expectations.

• Report quarterly on your progress in implementing the project.

• Assess outcomes by identifying the indicators and data you will use to assess level and type of outcomes achieved, the data collection methods to be used, and timeframes for collecting data, noting that some indicators may require collection of baseline data at the start of the project for comparison.

B. Resumes/CVs of Key Personnel

Include resumes/CVs of Key personnel, including but not limited to anyone engaged in training, engaging with project audiences/participants, conducting threat assessments, or managing the project.

C. Documentation of Commitment/Support

Please include letters of commitment or support (or other documentation such as Memorandum of Understanding/Agreement) of any outside entities or senior officials of agencies or jurisdictions described in your application that are critical to the success of the project.

D. Letters of Recommendation (Optional)

Applicants may attach up to three letters of recommendation from subject matter experts in the field of targeted violence or terrorism prevention or key stakeholders in the planned area of performance which recommend their application to DHS.

Formatting Requirement:

• Must use Adobe Portable Document Format (PDF)

- Spacing: 1.0
- Typeface: Times New Roman 12 pt. font (exceptions for citations and tables)
- Margins: 1 inch
- Indentation/Tabs: Applicant's discretion
- Page Orientation: portrait; exception: landscape may be used for tables and IMP
- Citations (in-text, endnote/footnote): Allowed. Typeface allowed for citations: Times New Roman, 10, 11, or 12 pt. font sizes

• Graphics such as pictures, models, charts, and graphs will be accepted (within the page limits) but are not required.

- Primary font color will be black; however, other colors may be used for emphasis as appropriate.
- Bold or italicized font may be used.

• Table format is acceptable where appropriate (e.g. logic model, timelines) but not mandatory (exception: the budget section must follow the table template provided in Appendix E of this notice).

Appendix D: Research and Other Resources

The FY2020 Targeted Violence and Terrorism Prevention Grant Program has based its program objectives on The Department of Homeland Security's *Strategic Framework for Countering Terrorism and Targeted Violence*. Applicants are strongly encouraged to build their applications in line with the goals and objectives of this document as well as other evidence.

See: <u>https://www.dhs.gov/sites/default/files/publications/19_0920_plcy_strategic-</u> framework-countering-terrorism-targeted-violence.pdf

Additional resources that may be useful for applicants are provided below to assist applicants in developing and constructing their grant applications. Applicants may consider using other resources that do not appear in this list as well.

The Department of Homeland Security's Office for Targeted Violence and Terrorism Prevention maintains a webpage with information and resources for applicants as well as a page on the last cycle of terrorism prevention grants. On these pages, applicants can find information helpful to complete their application and information about the previous cycle of grants including previous recipients, a preliminary performance report, quarterly reports, and a conceptual framework of the grants program.

See FY2020 Targeted Violence and Terrorism Prevention Grant Program: <u>https://www.dhs.gov/tvtpgrants</u>

See FY2016 Countering Violent Extremism Grant Program: https://www.dhs.gov/cvegrants

The Department of Homeland Security Compliance Assurance Program Office (CAPO) maintain resources for grantees to ensure compliance with Human Subject Research protections that are a requirement of this program. Additional information on the review process is available from DHS CAPO.

DHS CAPO Institutional Review Board/Human Subjects Research Training Materials:

- <u>November 2020 HSR Technical Assistance Presentation to FY 20 Grantees</u>
- January 2021 HSR Training for OTVTP Program Analysts/Staff

DHS CAPO Determination Materials:

- Form Instructions
- Determination Request Form
- Determination Process Checklist

The Rand Corporation developed the *Evaluation Toolkit for Countering Violent Extremism* that helps program managers focus on core program components, the logic model that visually displays the program and the theory of change and identify ways to assess progress. This toolkit was sponsored by the Department of Homeland Security's Office of Community Partnerships – the current Office of Targeted Violence and Terrorism Prevention. While focused on violent extremism, it is also useful for programs focused on preventing targeted violence.

See: <u>https://www.rand.org/content/dam/rand/pubs/tools/TL200/TL243/RAND_TL243.p</u> <u>df</u>

The U.S. Institute for Peace (USIP) works internationally on preventing/countering violent extremism (P/CVE). While international programs pose their own, unique challenges, USIP has produced several products on some of the difficulty in assessing terrorism prevention programs.

See: Measuring Up: Monitoring and Evaluating P/CVE Programs <u>https://www.usip.org/publications/2018/09/measuring-monitoring-and-evaluating-pcve-programs</u> See: Taking Stock: Analytic Tools for Understanding and Designing P/CVE Programs <u>https://www.usip.org/publications/2018/09/taking-stock-analytic-tools-</u> understanding-and-designing-pcve-programs

Research Resources:

The Rand Corporation produced an exhaustive study of terrorism prevention in the United States that validated the Department's approach to terrorism prevention. This report conducts an analysis of prior and ongoing terrorism prevention activities and makes recommendations for future efforts and approaches.

See: https://www.rand.org/pubs/research reports/RR2647.html

The Department of Justice's National Institutes of Justice has funded work multiple research efforts related to terrorism. Of particular note is *Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States: What Research Sponsored by the National Institute of Justice Tells Us* - a meta-analysis of previous research on terrorism. In addition, the National Institute of Justice has run a Domestic Radicalization to Terrorism program that has funded multiple project since its inception in 2012. Project descriptions as well as links to articles produced from that research are available on their website.

See: <u>http://www.nij.gov/topics/crime/terrorism/pages/domestic-radicalization.aspx</u> (General webpage with links to articles)

See: <u>https://www.ncjrs.gov/pdffiles1/nij/251789.pdf</u> ("Risk Factors and Indicators Associated with Radicalization to Terrorism in the United States")

See: <u>https://nij.ojp.gov/topics/articles/research-domestic-radicalization-and-terrorism</u> (NIJ project descriptions and links to articles)

The National Consortium for the Study of Terrorism and Responses to Terrorism (START) the University of Maryland maintains catalogs of their ongoing and completed research with access to published research which includes many CVE and related research projects.

See: <u>https://www.start.umd.edu/research</u>.

The U.S. Secret Service's National Threat Assessment Center (NTAC) provides guidance and training on threat assessment and training. NTAC has become a leading expert on research and investigations on school shootings as well as other types of targeted violence.

See: <u>https://www.secretservice.gov/protection/ntac/</u>

The Centers for Disease Control's (CDC) Division of Violence Prevention focuses research on early prevention of violence within a public health model. The CDC also maintains current research on the efficacy of violent prevention programs on their webpage.

See: https://www.cdc.gov/violenceprevention/publichealthissue/index.html

The Department of Homeland Security's Science and Technology Directorate (S&T) maintains a webpage on terrorism prevention that includes research products, fact sheets, and evaluations of efforts. S&T works collaboratively with the Office for Targeted Violence and Terrorism Prevention.

See: https://www.dhs.gov/science-and-technology/terrorism-prevention

Appendix E: Budget Worksheet

Budget Category	Federal Request
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total Direct Costs	\$0
Indirect Costs	\$0
TOTAL PROJECT COSTS	\$0

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Treasury Laws and Regulations.

This Exhibit is the minimum insurance coverage terms, types and limits (the "Required Insurance") and are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- 1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

Name: PAUL KIM Address: 211 West Temple Street, 10th Floor Los Angeles, CA 90012

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- C. Cancellation of or Changes in Insurance. Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.
- **D.** Failure to Maintain Insurance. Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from

said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- **E.** Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary. Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- **G. Waivers of Subrogation.** To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- **H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. Deductibles and Self-Insured Retentions (SIRs). Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. Claims Made Coverage. If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- **K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

- L. Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs. The County reserves the right to review, and then approve, Contractor use of self- insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- **N. County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

II. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- **B.** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- C. Workers Compensation and Employers' Liability insurance or qualified selfinsurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability-Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗌 Board Memo		□ Other	
CLUSTER AGENDA REVIEW DATE	12/7/2022			
BOARD MEETING DATE	12/20/2022			
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th		
DEPARTMENT(S)	Justice, Care and Opportunities (JCOD)			
SUBJECT	Request Delegated Authority To Exercise Necessary Contract Actions To Ensure Current Services Will Continue Uninterrupted And Existing Contract Documents Will Continue To Apply To The Services Provided			
PROGRAM	All applicable Programs and Services that were transitioned from the Department of Health Services (DHS)			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	N/A			
COST & FUNDING	Total cost: \$84,392,000/year	Funding sources: Net County Cost, AB 109, Jail Closur (JCIT), Care First and Community Inv 109, SB 678, Prop 47 C2, American Tranche 1, Productivity Investment F Justice Grant	vestment (CFCI), AB Rescue Plan (ARP)	
	TERMS (if applicable): N/A			
	Explanation: As part of the FY 2022-23 Final Adopted Budget, all available funding from the Chief Executive Office's (CEO) budget in support of Alternatives to Incarceration (ATI) and JCIT was transitioned to JCOD. Also, on September 27, 2022, the County's Board of Supervisors directed the CEO, in consultation with the relevant County departments, to ensure that JCOD was prepared to launch its Office of Adult Programs by November 15, 2022. On November 1, 2022, the Board approved a budget adjustment to transfer all funding from the DHS Office of Diversion and Reentry (DHS-ODR) in support of the Re-entry work, to JCOD to fund the positions and other appropriation needed to allow for the establishment of the Office of Adult Programs within JCOD.			
	As of November 16, 2022, the work of DHS-ODR Re-entry transitioned from DHS into JCOD. The funding for each line of business transferred from CEO and DHS-ODR Re- entry has been transferred through the budget process or a budget adjustment, to ensure existing funding for all applicable programs and services will continue to be available to the services provided and allow the work will continue uninterrupted. As for the FY 2022-23 budgetary impact, the funding allocations will vary depending upon the actual services provided and the only compensation made for such services			
	upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the Statement of Work (SOW) for			

each Work Order (WO) or Contract utilizing existing available funding. There is no new net County cost associated with these actions.
Request approval for the Interim Director of the newly-created JCOD, or designee, to: (a) exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from DHS; and (b) accept Grant Awards and execute Grant Agreements in amounts not to exceed \$500,000 per Grant Award per budget period and/or annual term.
The County of Los Angeles created the new JCOD to continue the services that were previously and/or currently administered by the Los Angeles County ATI and JCIT team within the CEO's Office and the Reentry Division within DHS-ODR. DHS is transitioning approximately 49 Agreements from DHS-ODR to JCOD. Of that number, approximately 47 underlying Master Agreements with 41 different Community-Based Organizations (CBO) will also be transitioned. JCOD has created a catalogue in Attachment I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided. DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its Supportive and/or Housing Services Master Agreements (SHSMA). To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until JCOD obtained its own Board authority. JCOD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services provided. These delegations will allow for a smooth and seamless transition to JCOD and provide JCOD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or WOs through competitive solicitations, in consultation with County Counsel and subject to Board approval.
☐ Yes ⊠ No If Yes, please explain how:
Yes No <u>If Yes, please state which one(s) and explain how:</u> This action will support the Board's priority of Care First, Jails Last by allowing JCOD to take the contracting actions necessary to continue to provide services through contracts that were transitioned from DHS.
Name, Title, Phone # & Email: Edward Mokhtarian, Division Manager, Contracts & Grants Branch (213) 948-2814, <u>eMokhtarian@jcod.lacounty.gov</u> Tyson Nelson, Senior Deputy County Counsel (213) 972-5765, <u>tNelson@counsel.lacounty.gov</u>

BOARD OF SUPERVISORS Hilda L. Solis First District



Holly J. Mitchell Second District Lindsey P. Horvath Third District Janice Hahn Fourth District Kathryn Barger Fifth District

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 100 Los Angeles, CA 90012 Website: <u>icod.lacounty.gov</u>

INTERIM DIRECTOR

Judge Songhai Armstead, ret.

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE UNINTERRUPTED AND EXISTING CONTRACT DOCUMENTS WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval for the Interim Director of the newly-created Justice, Care and Opportunities Department, or designee, to: (a) exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services; and (b) accept Grant Awards and execute Grant Agreements in amounts not to exceed \$500,000 per Grant Award per budget period and/or annual term.

IT IS RECOMMENDED THAT THE BOARD:

 Delegate authority to the Interim Director of the Justice, Care and Opportunities Department (JCOD), or designee, to execute amendments to existing Master Agreements, Work Orders, and/or any other similar contract documents transitioned from the Department of Health Services (DHS) listed on Attachment I, as well as additional Master Agreements, Work Orders, and/or any other similar contract documents that have yet to be transferred from



DHS (Agreement or Agreements) to: (a) exercise existing and allowable optional extension terms set forth in each applicable contract document; (b) add, delete, and/or change terms and conditions only as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and Chief Executive Office (CEO) policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents to achieve intended service objectives and desired Program outcomes; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (d) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; and (e) revise the maximum contract amount and/or fee-for-service rate up to no more than 10 percent of the initial contract amount to meet the County's service needs, subject to the review and approval as to form by County Counsel, only if existing budgeted resources are available and with written notice to your Board and CEO.

- 2. Authorize the Interim Director of JCOD, or designee, to prepare and execute new Supportive and/or Housing Services (SHSMA) Master Agreements substantially similar to Attachment II, with existing DHS SHSMA Contractors, effective upon execution and coterminous with the expiration of the Master Agreement, subject to the review and approval as to form by County Counsel.
- 3. Authorize the Interim Director of JCOD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements, and award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts in an amount not to exceed \$2,500,000 annually per Work Order provided that sufficient existing funding is available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.
- 4. Authorize the Interim Director of JCOD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 3 to: (a) extend the original term by two (2) one-year optional extension provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar

reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each term's annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.

- 5. Authorize the Interim Director of JCOD, or designee, to accept Grant Awards, and execute Grant Agreements and/or Amendments, from Federal, State, and other Public and Private agencies in amounts not to exceed \$500,000 per Grant Award per 12-month budget period and/or annual term, in furtherance of the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, with prior written notice to your Board and CEO of the anticipated Grant acceptance.
- 6. Authorize the Interim Director of JCOD, or designee, to execute new or amend existing nonfinancial memorandums of understanding (MOU) or memorandums of agreement (MOA) with other County, governmental, or private partners that allow for collaboration on activities to further the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

<u>Background</u>

The County of Los Angeles created the new JCOD to continue the services that were previously and/or currently administered by the Los Angeles County Alternatives to Incarceration (ATI) office and the Jail Closure Implementation Team (JCIT) team within the CEO's Office and the Reentry Division within DHS' Office of Diversion and Reentry (DHS-ODR).

DHS is transitioning approximately 49 Agreements from DHS-ODR to JCOD. Of that number, approximately 47 underlying Master Agreements with 41 different Community-Based Organizations (CBO) will also be transitioned. JCOD has created a catalogue in Attachment I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided.

DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its SHSMAs. To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until JCOD obtained its own Board authority. JCOD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services

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provided. These delegations will allow for a smooth and seamless transition to JCOD and provide JCOD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval.

Recommendations

Board approval of Recommendation 1 will allow JCOD to: (a) continue to utilize, manage and administer existing contract documents transitioned from DHS; (b) ensure there will be no lapse in services; (c) allow for existing contract documents to continue to apply to the services provided; and (d) to allow JCOD sufficient time to concurrently develop, release, and enter into its own proprietary Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will also allow JCOD to properly administer existing and new Programs to achieve their intended and desired outcomes.

Board approval of Recommendation 2 will allow JCOD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; as well as utilize the existing DHS SHSMAs that were not transitioned to JCOD, to apply to current and future services solicited through competitive WOS. This will ensure that there will be no lapse in services. Concurrently, JCOD will develop and release its own Request for Statement of Qualifications (RFSQ) to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval.

Board approval of Recommendations 3 and 4 will allow JCOD (a) to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services; and (d) to allow JCOD sufficient time to concurrently develop and release its own RFSQ to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will allow JCOD to continue and expand the work transitioned from DHS by developing and releasing competitive WOS to existing qualified SHSMA Contractors that are currently providing services under Agreements transitioned from DHS, which will ensure current services will continue to be provided throughout the County utilizing existing budgeted resources. Board approval of these recommendations will allow JCOD to adjust existing SHSMA WO allocations, provided that sufficient and existing budgeted resources are available, to ensure funding is effectively utilized to continue to provide the intended and desired services to target populations and communities in need.

Board approval of Recommendations 5 will allow JCOD to streamline and expedite the acceptance of grants and awards, reducing the amount of programmatic and administrative time required to implement services for the residents of Los Angeles County, furthering JCOD's mission and your Board's priorities.

Board approval of Recommendation 6 will allow JCOD to collaborate on activities that will further

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the JCOD's mission, your Board's priorities and the services provided through various Agreements. Non-financial MOUs, MOAs and/or other similar partnership agreements allow for JCOD to establish coordinated efforts with County, governmental, and/or private entities to streamline and further the Department's strategic contracting priorities. Board approval of this recommendation will also allow for the coordination of care and collaboration with County, governmental, and/or private entities to utilize required systems and enable data sharing for required programs, where legally allowed.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As part of the FY 2022-23 Final Adopted Budget, all available funding from CEO's budget in support of Alternatives to Incarceration and the Jail Closure Implementation Team was transitioned to JCOD. Also, on September 27, 2022, the County's Board of Supervisors directed the CEO, in consultation with the relevant County departments, to ensure that the JCOD was prepared to launch its Office of Adult Programs by November 15, 2022. On November 1, 2022, the Board approved a budget adjustment to transfer all funding from DHS-ODR in support of the Re-entry work, to JCOD to fund the positions and other appropriation needed to allow for the establishment of the Office of Adult Programs within JCOD.

As of November 16, 2022, the work of DHS-ODR Re-entry transitioned from DHS into JCOD. The funding for each line of business transferred from CEO and DHS-ODR Re-entry has been transferred through the budget process or a budget adjustment, to ensure existing funding for all applicable programs and services will continue to be available to the services provided and allow the work will continue uninterrupted.

As for the FY 2022-23 budgetary impact, the funding allocations will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding. There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or asneeded basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

All Agreements allowed under the recommendations above will be developed in consultation with County Counsel, and reviewed and approved as to form prior to execution in the case of contract documents, and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS released a RFSQ on April 5, 2012, to identify qualified vendors to enter into SHSMAs with the County. The RFSQ continues to be advertised and open to new agencies, and was revised to include new categories of services pursuant to the authority delegated by your Board on February 21, 2017. The current SHSMA now includes various categories, including but not limited to, Capacity Building Services (CBS), Employment and Education Services (EES), Intensive Case Management Services (ICMS), Reentry Services and/or Youth Development Services, Property Related Tenant Services (PRTS), and Intensive Case Management Services (ICMS).

On June 19, 2012, the County's Board of Supervisors delegated authority to the DHS, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027.

DHS entered into new SHSMAs with existing qualified contractors, on an open continuous basis, with the intention of transitioning those SHSMAs to JCOD to allow for the existing contract documents to apply to the services provided, to allow JCOD to continue services uninterrupted and to release future WOS under those SHSMAs until JCOD has developed its own Master Agreements through a competitive RFSQ process and received approval from your Board. The County has determined that by entering into Work Orders with Contractors, it is better able to provide services to their intended target populations through a streamlined contracting process and provide a better system to deliver seamless service to all clients.

DHS released competitive WOS to all Qualified Master Agreement Contractors, containing various Statements of Work for services that needed be provided to the intended target populations. Upon completion of the solicitations, Work Orders were executed with Qualified Contractors that met the review criteria specified within each competitive WOS.

DHS will transition all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to JCOD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition.

New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. JCOD is working to streamline the contracting process, while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

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IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable JCOD to streamline and meet its strategic contracting needs and Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue DHS-ODR Re-entry efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

Respectfully submitted,

Judge Songhai Armstead (Ret.) Interim Director

JSA:EM

Attachments

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel Department of Health Services

	Department of Health Services (DHS) Master Agreements, Work Orders and Contracts Transitioning to the Justice, Care and Opportunities Department (JCOD)									
	Contractor Name	Master Agreement No.	Work Order Number	Start Date	End Date	Funding	Services			
1	Via Care Community Health Center	J-709722	017-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
2	Exodus Recovery, Inc.	J-709607	111-RE-RS	7/1/2022	6/30/2023	\$ 486,000	Reentry Intensive Case Management Services			
3	Epidaurus	J-709556	112-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services			
4	Homeless Health Care Los Angeles	J-709408	118-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services			
5	Shields For Families	J-709415	119-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services			
6	Special Service For Groups, Inc.	J-709417	120-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services			
7	St. Johns Well Child and Family Center, Inc.	J-709418	121-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services			
8	St. Joseph Center	J-709419	122-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
9	Southern California Health & Rehabilitation Program	J-709416	123-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
10	Good Seed Community Development Corporation	J-709405	124-RE-RS	7/1/2022	6/30/2023	\$ 324,000	Reentry Intensive Case Management Services			
11	Volunteers of America of Los Angeles	J-709723	125-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services			
12	Paving the Way Foundation	J-709412	126-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
13	Center for Living and Learning	J-709604	127-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services			
14	Flintridge Center	J-709559	128-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
15	Turning Point Alcohol and Drug Education Program, Inc.	J-709721	129-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
16	Public Health Foundation Enterprises, Inc. DBA Heluna Health	J-709413	130-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services			
17	East Valley Community Health Center, Inc.	J-709598	131-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services			
18	Watts Labor Community Action Committee	J-709724	132-RE-RS	7/1/2022	6/30/2023	\$ 540,000	Reentry Intensive Case Management Services			
19	Tarzana Treatment Centers, Inc.	J-709420	133-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services			

20	Champions In Service San Fernando Valley and Greater Los Angeles	J-709614	134-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services
21	Asian Youth Center	J-709623	135-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services
22	A New Way of Life Re-Entry Project	J-709692	136-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
23	Homeboy Industries	J-709407	138-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
24	The Catalyst Foundation	J-709421	145-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
25	Community Health Alliance of Pasadena DBA ChapCare	J-709565	146-RE-RS	7/1/2022	6/30/2023	\$ 54,000	Reentry Intensive Case Management Services
26	PATH	J-709411	168-RE-RS	7/1/2022	6/30/2023	\$ 54,000	Reentry Intensive Case Management Services
27	Christ-Centered Ministries	J-709625	169-RE-RS	7/1/2022	6/30/2023	\$ 240,000	Reentry Intensive Case Management Services
28	The Chrysalis Center	J-709730	244-RE-EES	11/1/2020	6/30/2023	\$ 3,677,442	Employment and Education Services
29	Paving the Way Foundation	J-709412	245-RE-EES	11/1/2020	6/30/2023	\$ 1,609,281	Employment and Education Services
30	Friends Outside in Los Angeles County	J-709771	246-RE-EES	11/1/2020	6/30/2023	\$ 1,576,159	Employment and Education Services
31	The Anti-Recidivism Coalition	J-709772	248-RE-EES	11/1/2020	6/30/2023	\$ 914,056	Employment and Education Services
32	Alliance for Community Empowerment, Inc.	J-709560	249-RE-EES	11/1/2020	6/30/2023	\$ 426,524	Employment and Education Services
33	Rio Hondo Community College District - Rio Hondo College	J-709414	255-RE-EES	7/14/2022	6/30/2023	\$ 225,000	College and Career Program
34	Los Angeles Community College District - East Los Angeles College	J-709409	256-RE-EES	7/1/2022	6/30/2023	\$ 225,000	College and Career Program
35	Mount San Antonio College	J-709410	273-RE-EES	7/1/2022	6/30/2023	\$ 250,000	College and Career Program
36	Los Angeles Centers for Alcohol and Drug Abuse	J-709727	281-RE-CBS	7/1/2022	6/30/2023	\$ 100,000	Training Management Services
37	Christ-Centered Ministries	J-709625	340-RE-IHS	7/1/2022	6/30/2023	\$ 1,700,900	Stabilization
38	First to Serve, Inc.	J-709547	341-RE-IHS	7/1/2022	6/30/2023	\$ 1,248,300	Stabilization
39	Hollidays Helping Hands	J-70940	385-RE_IHS	7/1/2022	6/30/2023	\$ 1,343,200	Stabilization
40	Community Partners	J-709727	370-RE-RS	7/1/2022	6/30/2023	\$ 235,000	DOORS services
41	Public Health Foundation Enterprises, Inc. DBA Heluna Health	J-709413	383-RE-CBS	7/1/2022	6/30/2023	\$ 1,826,643	Temporary Personnel Services

42	The Chrysalis Center	J-709730	390-RE-RS	7/1/2022	6/30/2023	\$	300,000	DOORS services	
43	A New Way of Life Re-Entry Project	J-709692	391-RE-RS	7/1/2022	6/30/2023	\$	275,000	DOORS services	
44	Five Keys Schools and Programs	J-709729	392-RE-RS	7/1/2022	6/30/2023	\$	200,000	DOORS services	
45	Special Service For Groups, Inc.	J-709417	393-RE-RS	7/1/2022	6/30/2023	\$	150,000	DOORS services	
46	Legal Aid Foundation	J-709728	389-RE-RS	7/1/2022	6/30/2023	\$	275,000	DOORS services	
47	Brilliant Corners	J-709689	057-RE-ICMS	7/1/2022	6/30/2023	\$	900,000	Intensive Case Management Services – Rapid Rehousing	
NON-SHSMA									
48	MDRC	H-708013	N/A	4/9/2010	4/8/2024	\$	5,425,000	Evaluation Services	
49	FUSE Corps	H-709089	018-DHS-HSA	6/22/2022	7/24/2023	\$	180,000	Temporary Personnel Services	

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

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- **B** CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW

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- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SUBSEQUENT EXECUTED WORK ORDERS (not attached)
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G MEDICAL HEALTH SCREENING

MASTER AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of Month, 2022 by and between the County of Los Angeles hereinafter referred to as County and CONTACTOR'S NAME hereinafter referred to as Contractor. CONTRACTOR'S NAME is located at CONTRACTOR'S ADDRESS.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

WHEREAS, this Master Agreement is authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A County's Administration
- 1.2 EXHIBIT B Contractor's Administration
- 1.3 EXHIBIT C Safely Surrendered Baby Law

Unique Exhibits:

- 1.4 EXHIBIT D Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E Subsequent Executed Work Orders
- 1.6 EXHIBIT F Charitable Contributions Certification
- 1.7 EXHIBIT G Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- **2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- **2.3 Contractor's Work Order Program Manager**: The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD): Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 **County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- **2.6 Day(s):** Calendar day(s) unless otherwise specified.
- **2.7 DHS:** Department of Health Services
- **2.8 Director:** Director of DHS or authorized designee.
- **2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.10 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- **2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- **2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- **2.13** Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.
- **2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

3.0 WORK

- **3.1** Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- **3.2** Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- **3.3** If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- **3.4** Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- **3.5** Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- **3.6** The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective July 1, 2022, and will expire on June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided herein.

- **4.2** The County shall have the sole option to extend the Master Agreement term on an annual basis through June 30, 2027. These options shall be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 Amendments.
- **4.3** The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- **4.4** The Contractor must notify the County when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County at the address herein provided in Exhibit A County's Administration.

5.0 MASTER AGREEMENT SUM

- **5.1** The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- **5.2** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF MASTER AGREEMENT

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Master Agreement.

5.4 INVOICES AND PAYMENTS

- 5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.
- 5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.
- 5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.
- 5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.

5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)

The County's MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County's MAPD is the approving authority for individual Work Order executions.

6.2 COUNTY'S PROGRAM MANAGER

The County's Program Manager will be identified in the executed Work Order and is the County's chief contact person with respect to the day-to-day administration of the specific Work Order.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER

- 7.1.1 The Contractor's Project Manager is designated in Exhibit B Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.
- 7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.
- 7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in

the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

The Contractor will provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.
- 7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

- 7.6.1 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the

express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense. except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.7 MEDICAL HEALTH SCREENING

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor's staff must have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit G – Medical Health Screening. The cost of the Medical Health Screening will be at the expense of the Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

The Contractor will not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions

in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.
- 8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees. agents, or subcontractors, to comply with any such laws, rules, ordinances, directives, guidelines, regulations, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel. and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will be subject to the rules and regulations of that facility. Facility's Administrator will furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, will furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.6.4 **County Data Maintenance, Management, and Sharing Directives**

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

- 1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.2 The Contractor certifies to the County each of the following:
 - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical

condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.8.9 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010 through 2.203.090 of the Los Angeles County Code</u>.

8.9.2 Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master

Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

- 3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might

reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.10 will be a material breach of this Master Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors must iob openinas with job requirements report all to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. The Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- 8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.15.3 Failure by the Contractor to meet the requirements of this Subparagraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.20.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions.

8.22 FAIR LABOR STANDARDS

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that facilities maintained by the County provide care essential to the residents of the communities they serve, and that these

services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- The Contractor will be solely liable and responsible for providing to. 8.27.2 or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those

relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.27.4 The Contractor must adhere to the provisions stated in Subparagraph 7.6 – Confidentiality.

8.28 INDEMNIFICATION

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence of willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement. Additional insurance requirements and coverage may be required in individual executed Work Orders.

8.29.1 Evidence of Coverage and Notice to County

 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be emailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.29.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.29.6 Contractor's Insurance Must Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide The County with each Subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Workers Compensation and Employers' Liability insurance or 8.30.3 qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Master Agreement will not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor must bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee will resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Contractor can access posters and other campaign material available at the following website: https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor

from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County will not unreasonably withhold written consent
- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/signout sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.43.5 If, at any time during the term of this Master Agreement or within five(5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the

Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

- 8.46.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.22 (Fair Labor Standards)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

Sub-paragraph 8.64 (Prohibition from Participation in Future Solicitation(s))

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

- 8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.
- 8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

- 8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:
 - The Contractor has materially breached this Master Agreement;
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, guarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the performance schedule. As used in reauired this Subparagraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Subparagraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's

performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <u>http://fraud.lacounty.gov/</u>.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

- 8.53.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter

2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 TIME OFF FOR VOTING

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 UNLAWFUL SOLICITATION

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

- 8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.60.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.61.2 If Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, set forth in the Countv Policv of Eauitv (CPOE) as (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Respondent, or a Contractor or its subsidiary or Subcontractor ("Respondent/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Respondent/Contractor has provided advice or consultation for the solicitation. A Respondent/Contractor is also prohibited from submitting a bid or response in a County solicitation if the Respondent/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Respondent/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Master Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, the Contractor will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.4.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete Exhibit F - Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person will acquire any rights as a third-party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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AUTHORIZATION OF MASTER AGREEMENT FOR SUPPORTIVE AND/OR HOUSING SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

Ву __ for Christina R. Ghaly, M.D. **Director of Health Services**

CONTRACTOR

Ву _____

Signature

Printed Name

Title

APPROVED AS TO FORM: DAWYN HARRISON Acting County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name:	Julio C. Alvarado	
Title:	Director	
Address:	Contracts and Grants Division	
	Department of Health Services	
	313 North Figueroa St. 6 th Floor East	
	Los Angeles, CA 90012	
Telephone:	(213) 288-7819	
Facsimile:	(213) 250-2958	
E-Mail Address:	SHSMA@dhs.lacounty.gov	

COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:	
MASTER AGREEMENT NO:	
CONTRACTOR'S PROJECT MANAGER Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S)	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the following:	
Name:	
Title:	
Address:	
Talanhana	
Telephone:	
Facsimile:	
E-Mail Address:	

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Master Agreement No.

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the abovereferenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, mental health, substance use disorders, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:	 DATE:
PRINTED NAME:	
POSITION:	

Exhibits for Supportive and/or Housing Services Master Agreement Master Agreement No.

SUBSEQUENT EXECUTED WORK ORDERS (NOT ATTACHED)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

Agency or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Agency or Contractor is registered with the California Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to annually renew its registry with the Attorney General's Registry of Charitable Trusts.

Signature

Date: - -

Name	of	Signer:	
Title:			

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
06/12/2007	. Delegate authority to the Director of health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.	<u>06.12.2007</u>	
06/19/12	 Delegate authority to the Director, or his designee, to execute Master Agreements during the term of SHSMA with new qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for SHSMA Services, effective on execution and coterminous with the expiration of the Master Agreement. Delegate authority to the Director, or his designee, to execute Amendments to the SHSMA, to add, delete, and/or change non-substantive terms and conditions in the Agreement as required by your Board. Delegate authority to the Director, or his designee, to exercise two additional five-year extension options, through June 30, 2027, upon review and approval by County Counsel, with notification to your Board and the Chief Executive Office. 	<u>06.19.12</u>	All SHSMAs
07/21/2015	1. Delegate authority to the Interim Director of the Department of Public Health (DPH) and the Directors of the Departments of Health Services (DHS) and Mental Health (DMH), or their designees, to accept and execute grants and awards from federal, State, and other public and private agencies in amounts not to exceed	<u>07.21.15</u>	Grants

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	 \$500,000 per grant award per budget period or annual term, that are in furtherance of the subject department's mission, subject to review and approval as to form by County Counsel, review by Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO to include significant contractual provisions required by the grantor that depart from standard Board-approved language, including insurance and indemnification, with two weeks advance Board notification for grants and awards that require matching County funds, and an annual report from the three departments to your Board, the CEO, and County Counsel of all accepted grants and awards, including the purpose and term of each and the total amount awarded. 2. Delegate authority to the Interim Director of DPH and the Directors of DHS and DMH, or their designees, to accept and execute future awards and/or amendments that are consistent with the requirements of the awards and/or grants referenced in Recommendation 1 to: axtend the grant term through the end of the project period; 	Motion	
	 reflect revisions required by the grantor or non-material and/or ministerial revisions requested by either party to the awards terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award by six (6) months after its original termination date; and/or provide an increase or decrease in funding up to 25 percent above or below each grant terms base amount, subject to review and approval as to form by County Counsel, and notification to your Board and the CEO. 		

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
2/21/2017	 Delegate authority to the Director of Health Services (Director), or his designee to execute amendments to the Supportive Housing Services Master Agreement (SHSMA) Property Related Tenant Services (PRTS) Work Order with Brilliant Corners for operating the Flexible Housing Subsidy Pool (FHSP) to provide for monetary advance(s) and increase the maximum obligation of the Work Order, provided such actions do not exceed approved funding for Board of Supervisors' (Board) current and future initiatives to end homelessness and provide for the community reintegration of persons leaving institutions [including, but not limited to, the adopted Homeless Initiatives, the Whole Person Care (WPC) pilot program, and the Office of Diversion and Reentry (ODR) programs, possible Measure H funding, etc.], with all amendments subject to prior review and approval as to form by County Counsel. Delegate authority to the Director, or his designee to: (i) accept future funding for SHSMA Work Orders, including for the FHSP, from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts for the increased funding; (ii) execute and amend related funding agreements with non-County Participating Funders with modifications to, or waivers of, the County's contracting requirements for insurance, standard indemnification and other standard County contract terms not mandated by County ordinance, on a case-by-case basis; with all actions subject to prior review and approval as to form by County Counsel of all agreements and amendments, and with notification to the Board and CEO. Delegate authority to the Director, or his designee to execute amendments to SHSMA and existing Work Orders and execute new SHSMA Work Orders to include: 	<u>02.21.17</u>	SHSMA and SHSMA WOs / Brilliant Corners

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	(i) provision of street based Intensive Case Management Services (ICMS) such as County + City + Community (C3); (ii) Sobering Center Services; (iii) Recuperative Care Center Services; and (iv) and other similar services, including provisions of alternative forms of interim and permanent supportive housing to support the Board's various initiatives to end homelessness (including the adopted Homeless Initiatives, the WPC pilot program, and ODR) and the community reintegration of persons leaving institutions; with all such amendments and Work Orders subject to prior review and approval as to form by County Counsel, and with notification to the Board and CEO.		
03/08/2019 10/17/2017	 Delegate authority to the Director of the Health Agency, or his designee, (Director) and/or the Chief Probation Officer, or her designee, to execute agreements with individuals, organizations, joint ventures, and other interested providers as a result of competitive processes, to obtain services for justice-involved adults and juveniles with such services to include but not be limited to, containment model services (therapy and polygraph), Re-Entry Center wraparound services, substance use disorder treatment services, behavioral health services, supportive services, and employment services, provided such agreements do not exceed current and future budget appropriations for SB 678 and Juvenile Justice Crime Prevention Act (JJCPA) programs, whether those appropriations are within Probation or the Health Agency departments, with approval of all agreements as to form by County Counsel, with 10-day prior notice to the Board and Chief Executive Office (CEO) which shall include the rationale for use of outside contractors rather than County workforce. Delegate authority to the Director and/or the Chief Probation Officer, or her 	<u>03.08.19 and</u> <u>10.17.17</u>	MDRC

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	designee, to: (i) execute agreements with qualified contractors selected through a competitive selection process for the provision of ancillary services to support programs for justice-involved adults and juveniles, including but not limited to, consultant services (e.g., women and emerging adult population), evaluation services, technical assistance services and training services for Health Agency and Probation staff and/or contracted service providers' staff; and (ii) amend any existing Information Technology (IT) agreements to revise terms and conditions, statements of work, program deliverables, and/or services, and allow for changes in payment structures and increase contract sums to facilitate the deployment of IT platforms in support of programs for justice-involved adults and juveniles and to advance the objectives of such programs; provided such agreements and amendments do not exceed current and future budget appropriations for SB 678 and JJCPA programs, whether those appropriations are within Probation or the Health Agency departments, with approval of all agreements and amendments as to form by County Counsel, with 10 day prior notice to the Board and CEO which shall include the rationale for use of outside contractors rather than County workforce.		
	3) Delegate authority to the Director and/or the Chief Probation Office, or her designee, to: (i) execute amendments to any agreements entered into pursuant to the delegations of authority in recommendations one and two to make changes to the statement of work, add, delete and/or change certain terms and conditions required by under Federal or State law or regulation, County policy, Board and/or CEO subject to prior review and approval as to form by County Counsel; and (ii) terminate agreements in accordance with the provisions of each agreement with notice to the Board and CEO.		

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
04/19/22	 In the event that the County is awarded Prop 47 funds by the Board of State and Community Corrections (BSCC), authorize the Director of the Justice, Care, and Opportunities Department (JCOD) or their designee, or alternatively, authorize the Director of the Health Services Department or their designee, whichever department the Reentry Division falls within at the time, to 1) accept the grant of up to \$20,000,000 and manage implementation of the program; 2) sign and execute the BSCC Grant Award Agreement and all other necessary documents to accept the award, effective upon execution; and 3) execute any future amendments to the Grant Award Agreement and all other related documents; subject to prior review and approval as to form by County Counsel. Delegate authority, once established, to the Director of the JCOD or their designee to 1) assume oversight of existing agreements related to Prop 47 grants currently managed by ODR's Reentry Division; and 2) execute new agreements and amendments to existing agreements with community-based organizations that are necessary to implement the Los Angeles County Proposition 47 Program, subject to prior review and approval as to form by County Counsel. Delegate authority, once established, to the Director of the JCOD or their designee to execute an agreements with community-based organizations that are necessary to implement the Los Angeles County Proposition 47 Program, subject to prior review and approval as to form by County Counsel. Delegate authority, once established, to the Director of the JCOD or their designee to execute an agreement with a data system provider for the Proposition 47 Program, with amendments not to exceed Board approved funding for the Proposition 47 Program, and with all agreements and amendments subject to prior review and approval by County Counsel. 	<u>04.19.22</u>	Prop 47 (Cohort 3) Grant

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	5. Delegate authority, once established, to the Director of the JCOD or their designee to retain a consultant to perform data collection and evaluation services during the term of the Proposition 47 Program grant, at a cost not to exceed ten percent of the total grant award from BSCC.		

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other			
CLUSTER AGENDA REVIEW DATE	12/7/2022					
BOARD MEETING DATE	12/20/2022					
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th				
DEPARTMENT(S)	Department of Youth D	evelopment (DYD)				
SUBJECT		thority To Exercise Necessary Contract / continue Uninterrupted And Existing Con The Services Provided				
PROGRAM	All applicable Programs Health Services (DHS)	s and Services that were transitioned fro	m the Department of			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No					
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No					
	If Yes, please explain v	<i>v</i> hy:				
DEADLINES/ TIME CONSTRAINTS	N/A					
COST & FUNDING	Total cost: \$21,373,293/year	Funding source: Juvenile Justice Crime Prevention Act Community Investment	, AB 109, Care First and			
	TERMS (if applicable):	· · ·				
	Explanation: As of July 1, 2022, the work of Youth Diversion and Development (YDD) transitioned from DHS into DYD. The funding has been transferred from DHS to DYD through the FY 2022-23 Final Adopted budget to ensure existing funding for all applicable programs and services will continue to apply to the services provided and the work will continue uninterrupted. The funding allocations per agreement will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the Statement of Work (SOW) for each Work Order (WO) or Contract utilizing existing available funding. There is no new net County cost associated with these actions.					
PURPOSE OF REQUEST	(a) exercise necessary execute contract docur	ne Interim Director of the newly-created I contract actions to continue to utilize, ac nents transitioned from DHS; and (b) acc ents in amounts not to exceed \$500,000 nnual term.	Iminister, amend and/or cept Grant Awards and			
BACKGROUND (include internal/external issues that may exist including any related motions)	previously administered DHS transitioned appro number, approximately	eles created the DYD to continue the se d by DHS' YDD Division. eximately 26 Agreements from DHS-YDE 20 underlying Master Agreements with 2 CBO) were also transitioned. DYD has ci) to DYD. Of that 20 different Community-			

	Attachment I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided. DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its Supportive and/or Housing Services Master Agreements (SHSMA). To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until DYD obtained its own Board authority. DYD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services provided. These delegations will allow for a smooth and seamless transition to DYD and provide DYD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or WOs through competitive solicitations, in consultation with County Counsel and subject to Board approval.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No <u>If Yes, please state which one(s) and explain how:</u> This action will support the Board's priority of Care First, Jails Last by allowing DYD to exercise necessary contract actions to ensure current services will continue uninterrupted and the existing contract documents transferred from DHS will continue to apply to the services provided.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Edward Mokhtarian, Division Manager, Contracts & Grants Branch (213) 948-2814, <u>eMokhtarian@jcod.lacounty.gov</u> Brandi Moore, Senior Deputy County Counsel (213) 974-1825, <u>bMoore@counsel.lacounty.gov</u>



COUNTY OF LOS ANGELES DEPARTMENT OF YOUTH DEVELOPMENT

> Hall of Records 320 West Temple Street, Suite 7001 Los Angeles, California 90012 <u>http://dyd.lacounty.gov</u>



HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

LINDSEY P. HORVATH Third District

> JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

December 20, 2022

REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE UNINTERRUPTED AND EXISTING CONTRACT DOCUMENTS WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval for the Interim Director of the newly-created Department of Youth Development, or designee, to: (a) exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services; and (b) accept Grant Awards and execute Grant Agreements in amounts not to exceed \$500,000 per Grant Award per budget period and/or annual term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Interim Director of the Department of Youth Development (DYD), or designee, to execute amendments to existing Master Agreements, Work Orders, and/or any other similar contract documents transitioned from the Department of Health Services (DHS) listed on Attachment I, as well as additional Master Agreements, Work Orders, and/or any other similar contract documents

> that have yet to be transferred from DHS (Agreement or Agreements) to: (a) exercise existing and allowable optional extension terms set forth in each applicable Agreement; (b) add, delete, and/or change terms and conditions only as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and Chief Executive Office (CEO) policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents to achieve intended service objectives and desired Program outcomes; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (d) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; and (e) revise the maximum contract amount and/or feefor-service rate up to no more than 10 percent of the initial contract amount to meet the County's service needs, only if existing budgeted resources are available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

- 2. Authorize the Interim Director of DYD, or designee, to prepare and execute new Supportive and/or Housing Services (SHSMA) Master Agreements substantially similar to Attachment II, with existing DHS SHSMA Contractors, effective upon execution and coterminous with the expiration of the Master Agreement, subject to the review and approval as to form by County Counsel.
- 3. Authorize the Interim Director of DYD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements, and award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts in an amount not to exceed \$2,500,000 annually per Work Order provided that sufficient existing funding is available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.
- 4. Authorize the Interim Director of DYD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 3 to: (a) extend the original term by two (2) one-year optional extension provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under Federal, State, and County regulatory and/or policy

changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each terms annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

- 5. Authorize the Interim Director of DYD, or designee, to accept Grant Awards, and execute Grant Agreements and/or Amendments, from Federal, State, and other Public and Private agencies in amounts not to exceed \$500,000 per Grant Award per 12-month budget period and/or annual term, in furtherance of the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, and with prior written notice to your Board and CEO of the anticipated Grant acceptance.
- 6. Authorize the Interim Director of DYD, or designee, to execute new or amend existing non-financial memorandums of understanding (MOU) or memorandums of agreement (MOA) with other County, governmental, or private partners that allow for collaboration on activities to further the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

The County of Los Angeles created the DYD to continue the services that were previously administered by DHS' Division of Youth Diversion and Development (YDD).

DHS transitioned approximately 26 Agreements from DHS-YDD to DYD. Of that number, approximately 20 underlying Master Agreements with 20 different Community-Based Organizations (CBO) were also transitioned. DYD has created a catalogue in Attachment I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided.

DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its SHSMAs. To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until DYD obtained its own Board authority. DYD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services provided. These delegations will allow for a smooth and seamless transition to DYD and provide DYD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval.

Recommendations

Board approval of Recommendation 1 will allow DYD to: (a) continue to utilize, manage and administer existing contract documents transitioned from DHS; (b) ensure there will be no lapse in services; (c) allow for existing contract documents to continue to apply to the services provided; and (d) to allow DYD sufficient time to concurrently develop, release, and enter into its own proprietary Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will also allow DYD to properly administer existing and new Programs to achieve their intended and desired outcomes.

Board approval of Recommendation 2 will allow DYD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; as well as utilize the existing DHS SHSMAs that were not transitioned to DYD, to apply to current and future services solicited through competitive WOS. This will ensure that there will be no lapse in services. Concurrently, DYD will develop and release its own Request for Qualifications (RFQ) to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval.

Board approval of Recommendations 3 and 4 will allow DYD (a) to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services; and (d) to allow DYD sufficient time to concurrently develop and release its own RFQ to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will allow DYD to continue and expand the work transitioned from DHS by developing and releasing competitive WOS to existing qualified SHSMA Contractors that are currently

providing services under Agreements transitioned from DHS, which will ensure current services will continue to be provided throughout the County utilizing existing budgeted resources. Board approval of these recommendations will also allow DYD to adjust existing SHSMA WO allocations, provided that sufficient and existing budgeted resources are available, to ensure funding is effectively utilized to continue to provide the intended and desired services to target populations and communities in need.

Board approval of Recommendations 5 will allow DYD to streamline and expedite the acceptance of grants and awards, reducing the amount of programmatic and administrative time required to implement services for the residents of Los Angeles County, furthering DYD's mission and your Board's priorities.

Board approval of Recommendation 6 will allow DYD to collaborate on activities that will further the DYD's mission, your Board's priorities and the services provided through various Agreements. Non-financial MOUs, MOAs and/or other similar partnership agreements allow for DYD to establish coordinated efforts with County, governmental, and/or private entities to streamline and further the Department's strategic contracting priorities. Board approval of this recommendation will also allow for the coordination of care and collaboration with County, governmental, and/or private entities to utilize required systems and enable data sharing for required programs, where legally allowed.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As of July 1, 2022, the work of YDD transitioned from DHS into DYD. The funding has been transferred from DHS to DYD through the FY 2022-23 Final Adopted budget to ensure existing funding for all applicable programs and services will continue to apply to the services provided and the work will continue uninterrupted. The funding allocations per agreement will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding. There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or as-needed basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

All Agreements allowed under the recommendations above will be developed in consultation with County Counsel, and reviewed and approved as to form prior to execution in the case of contract documents, and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS released a RFSQ on April 5, 2012, to identify qualified vendors to enter into SHSMAs with the County. The RFSQ continues to be advertised and open to new agencies, and was revised to include new categories of services pursuant to the authority delegated by your Board on February 21, 2017. The current SHSMA now includes various categories, including but not limited to, Capacity Building Services (CBS), Employment and Education Services (EES), Intensive Case Management Services (ICMS), Reentry Services and/or Youth Development Services, Property Related Tenant Services (PRTS), and Intensive Case Management Services (ICMS).

On June 19, 2012, the County's Board of Supervisors delegated authority to the DHS, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027.

DHS entered into new SHSMAs with existing qualified contractors, on an open continuous basis, with the intention of transitioning those SHSMAs to DYD to allow for the existing contract documents to apply to the services provided, to allow DYD to continue services uninterrupted and to release future WOS under those SHSMAs until DYD has developed its own Master Agreements through a competitive solicitation process and received approval from your Board. The County has determined that by entering into Work Orders with Contractors, it is better able to provide services to their intended target populations through a streamlined contracting process and provide a better system to deliver seamless service to all clients.

DHS released competitive WOS to all Qualified Master Agreement Contractors, containing various Statements of Work for services that needed be provided to the intended target populations. Upon completion of the solicitations, Work Orders were executed with Qualified Contractors that met the review criteria specified within each competitive WOS.

DHS transitioned all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to DYD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition.

New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. DYD is working to streamline the contracting process, while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable DYD to streamline and meet its strategic contracting needs and Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue YDD efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

Respectfully submitted,

Vincent Holmes Interim Director

VH:EM

Attachments

c: Executive Office, Board of Supervisors Chief Executive Office County Counsel Department of Health Services

	Department of Health Services (DHS) Master Agreements, Work Orders and Contracts Transitioned to the Department of Youth Development (DYD)								
	Contractor Name	Master Agreement No.	Work Order Number	Start Date	End Date	Funding	Services		
1	Alma Family Services	D-709391	351-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
2	Alma Family Services	D-709391	361-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
3	Alma Family Services	D-709391	368-DYD-YDS	7/1/2022	6/30/2023	\$244,000	Youth Development Services		
4	Asian Youth Center	D-709392	367-DYD-YDS	7/1/2022	6/30/2023	\$1,098,000	Youth Development Services		
5	Centinela Youth Services	D-709393	356-DYD-YDS	7/1/2022	6/30/2023	\$208,000	Youth Development Services		
6	Centinela Youth Services	D-709393	362-DYD-YDS	7/1/2022	6/30/2023	\$732,000	Youth Development Services		
7	Centinela Youth Services	D-709393	369-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
8	Champions In Service San Fernando Valley and Greater Los Angeles	D-709394	005-DYD-YDS	7/1/2022	3/31/2023	\$81,000	Youth Development Services		
9	Flintridge Center	D-709395	354-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
10	InsideOUT Writers, Inc.	D-709396	355-DYD-YDS	7/1/2022	6/30/2023	\$104,000	Youth Development Services		
11	Los Angeles Centers for Alcohol and Drug Abuse	D-709397	345-DYD-CBS	7/1/2022	6/30/2023	\$700,000	Capacity Building - Training Management Services		
12	New Earth Organization	D-709629	001-DYD-YDS	7/1/2022	3/31/2023	\$36,000	Youth Development Services		
13	Public Health Foundation Enterprises, Inc. DBA Heluna Health	D-709402	379-DYD-CBS	7/1/2022	6/30/2023	\$2,660,360	Temporary Personnel for Community Programs		
14	Rancho San Antonio Boys Home, Inc.	D-709399	352-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
15	Rancho San Antonio Boys Home, Inc.	D-709399	365-DYD-YDS	7/1/2022	6/30/2023	\$488,000	Youth Development Services		
16	Soledad Enrichment Action, Inc.	D-709400	363-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
17	The California Conference for Equality and Justice	D-709401	353-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services		
18	The California Conference for Equality and Justice	D-709401	364-DYD-YDS	7/1/2022	6/30/2023	\$244,000	Youth Development Services		

19	Youth Advocate Programs, Inc	D-709726	384-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
20	PCS Family Services	D-709404	377-YDD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
21	Helpline Youth Counseling	D-709403	378-DYD-YDS	7/1/2022	6/30/2023	\$488,000	Youth Development Services
NO	N-SHSMA		•				
22	California Community Foundation	H-708130	N/A	5/3/2019	6/30/2024	\$5,425,000	My Brother's Keeper School- Based Interventions / YDD
23	Haywood Burns Institute	H-709009	N/A	6/9/2021	6/8/2023	\$2,850,000	Research and Design Consultant Services / YDD
24	Impact Justice	H-708833	N/A	11/9/2020	6/30/2023	\$1,500,000	Lead On Program Services / YDD
25	Vera Institute of Justice	H-708764	N/A	9/16/2020	COVID BL Authority (expires 6 months after proclaimation ends)	\$470,000	Consulting Services / YDD
26	Resource Development Associates, Inc.	H-709092	017-DHS-YDD	12/23/2021	11/30/2023	\$714,933	YDD - Evaluation Services

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

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STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- **B** CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SUBSEQUENT EXECUTED WORK ORDERS (not attached)
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G MEDICAL HEALTH SCREENING

MASTER AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of Month, 2022 by and between the County of Los Angeles hereinafter referred to as County and CONTACTOR'S NAME hereinafter referred to as Contractor. CONTRACTOR'S NAME is located at CONTRACTOR'S ADDRESS.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

WHEREAS, this Master Agreement is authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A County's Administration
- 1.2 EXHIBIT B Contractor's Administration
- 1.3 EXHIBIT C Safely Surrendered Baby Law

Unique Exhibits:

- 1.4 EXHIBIT D Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E Subsequent Executed Work Orders
- 1.6 EXHIBIT F Charitable Contributions Certification
- 1.7 EXHIBIT G Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- **2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- **2.3 Contractor's Work Order Program Manager**: The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD): Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 **County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- **2.6 Day(s):** Calendar day(s) unless otherwise specified.
- **2.7 DHS:** Department of Health Services
- **2.8 Director:** Director of DHS or authorized designee.
- **2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.10 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- **2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- **2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- **2.13** Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.
- **2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

3.0 WORK

- **3.1** Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- **3.2** Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- **3.3** If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- **3.4** Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- **3.5** Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- **3.6** The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective July 1, 2022, and will expire on June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided herein.

- **4.2** The County shall have the sole option to extend the Master Agreement term on an annual basis through June 30, 2027. These options shall be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 Amendments.
- **4.3** The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- **4.4** The Contractor must notify the County when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County at the address herein provided in Exhibit A County's Administration.

5.0 MASTER AGREEMENT SUM

- **5.1** The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- **5.2** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF MASTER AGREEMENT

The Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Master Agreement.

5.4 INVOICES AND PAYMENTS

- 5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.
- 5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.
- 5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.
- 5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.

5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)

The County's MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County's MAPD is the approving authority for individual Work Order executions.

6.2 COUNTY'S PROGRAM MANAGER

The County's Program Manager will be identified in the executed Work Order and is the County's chief contact person with respect to the day-to-day administration of the specific Work Order.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER

- 7.1.1 The Contractor's Project Manager is designated in Exhibit B Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.
- 7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.
- 7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in

the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

The Contractor will provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.
- 7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

- 7.6.1 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the

express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense. except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.7 MEDICAL HEALTH SCREENING

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor's staff must have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit G – Medical Health Screening. The cost of the Medical Health Screening will be at the expense of the Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

The Contractor will not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions

in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.
- 8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees. agents, or subcontractors, to comply with any such laws, rules, ordinances, directives, guidelines, regulations, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel. and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will be subject to the rules and regulations of that facility. Facility's Administrator will furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, will furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.6.4 **County Data Maintenance, Management, and Sharing Directives**

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

- 1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.2 The Contractor certifies to the County each of the following:
 - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical

condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.8.9 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <u>Sections 2.203.010 through 2.203.090 of the Los Angeles County Code</u>.

8.9.2 Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master

Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

- 3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might

reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.10 will be a material breach of this Master Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors must iob openinas with job requirements report all to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. The Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- 8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.15.3 Failure by the Contractor to meet the requirements of this Subparagraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.20.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions.

8.22 FAIR LABOR STANDARDS

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that facilities maintained by the County provide care essential to the residents of the communities they serve, and that these

services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- The Contractor will be solely liable and responsible for providing to. 8.27.2 or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those

relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.27.4 The Contractor must adhere to the provisions stated in Subparagraph 7.6 – Confidentiality.

8.28 INDEMNIFICATION

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence of willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement. Additional insurance requirements and coverage may be required in individual executed Work Orders.

8.29.1 Evidence of Coverage and Notice to County

 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be emailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.29.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.29.6 Contractor's Insurance Must Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide The County with each Subcontractor's separate evidence of insurance coverage. The Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. The Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- Workers Compensation and Employers' Liability insurance or 8.30.3 qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Master Agreement will not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor must bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee will resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Contractor can access posters and other campaign material available at the following website: https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor

from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County will not unreasonably withhold written consent
- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/signout sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.43.5 If, at any time during the term of this Master Agreement or within five(5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the

Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

- 8.46.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.22 (Fair Labor Standards)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

Sub-paragraph 8.64 (Prohibition from Participation in Future Solicitation(s))

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

- 8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.
- 8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

- 8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:
 - The Contractor has materially breached this Master Agreement;
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, guarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the performance schedule. As used in reauired this Subparagraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Subparagraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's

performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <u>http://fraud.lacounty.gov/</u>.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

- 8.53.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter

2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 TIME OFF FOR VOTING

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 UNLAWFUL SOLICITATION

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

- 8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.60.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.61.2 If Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, set forth in the Countv Policv of Eauitv (CPOE) as (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Respondent, or a Contractor or its subsidiary or Subcontractor ("Respondent/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Respondent/Contractor has provided advice or consultation for the solicitation. A Respondent/Contractor is also prohibited from submitting a bid or response in a County solicitation if the Respondent/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Respondent/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Master Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, the Contractor will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.4.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete Exhibit F - Charitable Contributions Certification, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person will acquire any rights as a third-party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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AUTHORIZATION OF MASTER AGREEMENT FOR SUPPORTIVE AND/OR HOUSING SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

Ву __ for Christina R. Ghaly, M.D. **Director of Health Services**

CONTRACTOR

Ву _____

Signature

Printed Name

Title

APPROVED AS TO FORM: DAWYN HARRISON Acting County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name:	Julio C. Alvarado
Title:	Director
Address:	Contracts and Grants Division
	Department of Health Services
	313 North Figueroa St. 6 th Floor East
	Los Angeles, CA 90012
Telephone:	(213) 288-7819
Facsimile:	(213) 250-2958
E-Mail Address:	SHSMA@dhs.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:	
MASTER AGREEMENT NO:	
CONTRACTOR'S PROJECT MANAGER Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S)	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the following	g:
Name:	
Title:	
Address:	
Tolophono:	
Telephone: Facsimile:	
E-Mail Address:	

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Master Agreement No.

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the abovereferenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, mental health, substance use disorders, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:	 DATE:
PRINTED NAME:	
POSITION:	

Exhibits for Supportive and/or Housing Services Master Agreement Master Agreement No.

SUBSEQUENT EXECUTED WORK ORDERS (NOT ATTACHED)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

Agency or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Agency or Contractor is registered with the California Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to annually renew its registry with the Attorney General's Registry of Charitable Trusts.

Signature

Date: - -

Name	of	Signer:	
Title:			

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
06/12/2007	. Delegate authority to the Director of health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.	<u>06.12.2007 Board</u> <u>Motion</u>	
06/19/12	 Delegate authority to the Director, or his designee, to execute Master Agreements during the term of SHSMA with new qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for SHSMA Services, effective on execution and coterminous with the expiration of the Master Agreement. Delegate authority to the Director, or his designee, to execute Amendments to the SHSMA, to add, delete, and/or change non-substantive terms and conditions in the Agreement as required by your Board. Delegate authority to the Director, or his designee, to exercise two additional five-year extension options, through June 30, 2027, upon review and approval by County Counsel, with notification to your Board and the Chief Executive Office. 	<u>06.19.12</u>	All SHSMAs
07/21/2015	1. Delegate authority to the Interim Director of the Department of Public Health (DPH) and the Directors of the Departments of Health Services (DHS) and Mental Health (DMH), or their designees, to accept and execute grants and awards from federal, State, and other public and private agencies in amounts not to exceed	<u>07.21.15</u>	DHS Grants

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	 \$500,000 per grant award per budget period or annual term, that are in furtherance of the subject department's mission, subject to review and approval as to form by County Counsel, review by Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO to include significant contractual provisions required by the grantor that depart from standard Board-approved language, including insurance and indemnification, with two weeks advance Board notification for grants and awards that require matching County funds, and an annual report from the three departments to your Board, the CEO, and County Counsel of all accepted grants and awards, including the purpose and term of each and the total amount awarded. 2. Delegate authority to the Interim Director of DPH and the Directors of DHS and DMH, or their designees, to accept and execute future awards and/or amendments that are consistent with the requirements of the awards and/or grants referenced in Recommendation 1 to: extend the grant term through the end of the project period; reflect revisions required by the grantor or non-material and/or ministerial revisions requested by either party to the awards terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award by six (6) months after its original termination date; and/or 	Motion	
	 provide an increase or decrease in funding up to 25 percent above or below each grant terms base amount, subject to review and approval as to form by County Counsel, and notification to your Board and the CEO. 		

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
2/21/2017	 Delegate authority to the Director of Health Services (Director), or his designee to execute amendments to the Supportive Housing Services Master Agreement (SHSMA) Property Related Tenant Services (PRTS) Work Order with Brilliant Corners for operating the Flexible Housing Subsidy Pool (FHSP) to provide for monetary advance(s) and increase the maximum obligation of the Work Order, provided such actions do not exceed approved funding for Board of Supervisors' (Board) current and future initiatives to end homelessness and provide for the community reintegration of persons leaving institutions [including, but not limited to, the adopted Homeless Initiatives, the Whole Person Care (WPC) pilot program, and the Office of Diversion and Reentry (ODR) programs, possible Measure H funding, etc.], with all amendments subject to prior review and approval as to form by County Counsel. Delegate authority to the Director, or his designee to: (i) accept future funding for SHSMA Work Orders, including for the FHSP, from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts for the increased funding; (ii) execute and amend related funding agreements with non-County Participating Funders with modification and other standard County contract terms not mandated by County ordinance, on a case-by-case basis; with all actions subject to prior review and approval as to form by County Counsel of all agreements and amendments, and with notification to the Board and CEO. Delegate authority to the Director, or his designee to execute amendments to SHSMA and existing Work Orders and execute new SHSMA Work Orders to include: 	<u>02.21.17</u>	SHSMA and SHSMA WOs

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	(i) provision of street based Intensive Case Management Services (ICMS) such as County + City + Community (C3); (ii) Sobering Center Services; (iii) Recuperative Care Center Services; and (iv) and other similar services, including provisions of alternative forms of interim and permanent supportive housing to support the Board's various initiatives to end homelessness (including the adopted Homeless Initiatives, the WPC pilot program, and ODR) and the community reintegration of persons leaving institutions; with all such amendments and Work Orders subject to prior review and approval as to form by County Counsel, and with notification to the Board and CEO.		
12/18/2018	. Delegate authority to the Director of the Department of Health Services (DHS) which houses ODR and YDD, in consultation with the Department of Mental Health to contract with the California Community Foundation (CCF) to expand its traumaresponsive school-based interventions in support of the MBK Community Challenge grant through sub-awards to community-based providers of youth development activities. The Contract will be funded with the MBK Community Challenge grant of \$425,000 and DMH funds of up to \$575,000 for a term of two years.	<u>12.18.18</u>	My Brothers' Keeper (MBK) School Based Interventions
02/19/2019	. Authorize the Director of ODR, or his designee, to hire a consultant with relevant expertise to support ODR in the development of this study.	02.19.19	Vera Institute of Justice
1/28/20	1. Authorize the Director of the Department of Health Services (Director), or designee, to execute Professional and Technical Services Master Agreements (PATSMAs), substantially similar to Exhibit I, with seven qualified vendors listed on Attachment A, effective upon execution, for a term expiring no later than 10 years from the date of your approval, with an option to extend the term for up to five	<u>01.28.20</u>	YDD - Evaluation Services contract with Resource Development Associates, Inc.

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	additional one-year periods, for the provision of as needed professional and technical services for the Health Agency departments and other County departments that have projects related to the mission of the Health Agency or its respective departments.		PATSMAs
	2. Delegate authority to the Director, or designee, to execute additional PATSMAs with qualified vendors who have been identified through a solicitation process, effective upon execution, through the remaining initial term of the PATSMA and any subsequent extension periods, subject to approval as to form by County Counsel.		
	3. Delegate authority to the Director, or designee, to execute Amendments to the PATSMA to: (i) exercise the five one-year optional extensions; (ii) add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, the Board of Supervisors (Board), and/or Chief Executive Office (CEO); (iii) extend the PATSMA term beyond the expiration date when a Work Order project goes beyond the PATSMA expiration date; and (iv) effectuate name changes or assignment and delegations should the original contracting entity merge, be acquired, or otherwise have a change in entity, with all Amendments subject to prior review and approval by County Counsel.		
	4. Delegate authority to the Director, or designee, to: (i) execute Work Orders and Amendments to Work Orders; (ii) incorporate necessary changes within the Statement of Work, budget and the Work Order Sum that will support the administration and/or completion of projects, subject to prior review and approval by County Counsel; and (iii) extend the term of Work Orders in the event additional time is required to complete a project.		

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	5. Delegate authority to the Director, or designee, to suspend and/or terminate PATSMAs and/or Work Orders in accordance with the termination provisions in the PATSMA, subject to prior review and approval by County Counsel.		
	6. Delegate authority to the Director, or designee, to amend the PATSMA to add, delete or otherwise change provisions in the PATSMA based on the nature of the services being solicited, where such actions are in the best interest of the County, subject to review and approval by County Counsel.		
	1. Authorize the Director of the Department of Health Services (DHS), or designee, to contract with Impact Justice to expand their AmeriCorps Program in support of youth transitioning back to Los Angeles County from The California Department of Juvenile Justice (DJJ).	<u>04.14.20</u>	
04/14/20	2. Delegate authority to Director of DHS or designee, to execute amendments to the Impact Justice services agreements to amend the statement of work, extend the agreement term, update the pricing schedule, and incorporate new Board requirements, subject to review and approval by County Counsel.		Lead On Program Services contract
07/21/2020	. Delegate authority to the Director of the Department of Health Services (DHS), in collaboration with the Director of the Department of Mental Health (DMH), to contract with the California Community Foundation to expand its Building a Lifetime of Options and Opportunities for Men (BLOOM) and Becoming A Man (BAM) programs through sub-awards to community-based providers of youth	<u>07.21.20</u>	Building a Lifetime of Options and Opportunities for Men (BLOOM), MBK

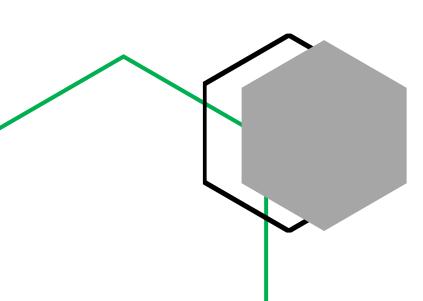
Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	development activities, to be funded with DMH funds of up to \$1,350,000 for a maximum term of two years.		
09/01/2020	. Delegate authority to the Director of the Department of Health Services (DHS), in collaboration with the Director of the Department of Mental Health (DMH), to contract with the California Community Foundation to further expand its Building a Lifetime of Options and Opportunities for Men (BLOOM) and Becoming A Man (BAM) programs by an additional \$1,000,000 for a total of up to \$2,350,000 for a maximum term of two years.	<u>09.01.20</u>	BLOOM, BAM
02/23/2021	. Authorize YDD to select a Research and Design Consultant Team and to negotiate, execute, and amend (if necessary) an agreement with the selected contractor, not to exceed three years. The agreement and any amendments shall be approved as to form by County Counsel.	02.23.21 Motion 02.23.21 Amendment	Burns Institute



Report to Public Safety Cluster

Presented By: Wendelyn Julien, Executive Director December 7, 2022

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.







• • •

POC First Annual Report – Fiscal Year 2021-2022

• The report is attached and <u>linked here</u>.

Employee Town Halls

• Commissioners of the POC have now held two employee-only Town Halls where Probation staff have had the opportunity to speak freely with Commissioners about their concerns and ideas for the Department. Issues discussed include concerns about safety, training, tools, communication, job security, and planning for SYTF.

OC Spray Phase Out

- The POC has reviewed Oleoresin Capsicum (OC) Spray use in the halls and recognized concerning trends about high rates of deployment of spray in certain units, in particular at Central Juvenile Hall, that include units populated with youth who are identified as "developmentally disabled," crossover youth, girls, and youth identified as victims of human trafficking.
- A summary of the POC's analysis of OC Spray Deployment is attached and <u>linked here</u>.

Taser Policy Review

 The POC voted unanimously to recommend that the Chief Probation Officer revisit the taser policy considering the OIG and POC recommendations. Probation has informed the POC that they are redrafting the policy.

Data Sharing

 The POC has completed "construction" of our data dashboard to share demographic information about the halls and camps and information on OC Spray. We have shared the dashboard with the Probation Department and the Commissioners, and will have a release date shortly!

Recent Meetings:

October 13, 2022

- Report on Inspections at Dorothy Kirby Center and Camp Scott
- Chief Gonzales presented priorities related to juvenile and adult operations
- SEO Taser Policy

October 24, 2022

• Probation Employees' Town Hall

October 27, 2022

- Youth Electronic Monitoring; Community Detention Program
- SYTF Update

November 14 &16, 12022

- Probation's Grievance, PREA, and Complaint policies
- OC Spray Report
- Report on Inspections at Camps Rockey, Paige, Afflerbaugh

Upcoming Meetings:

November 30, 2022

Probation Employees'
 Town Hall

December 8, 2022

- Inspections: Campus Kilpatrick
- Hiring Freeze
- OC Spray update
- OIG Reports
- SYTF Update



1st ANNUAL REPORT

2021-2022

Letter from Chair Franky Carrilo

Dear Members of the Board of Supervisors and the Los Angeles Community,

It has been my pleasure to serve as the inaugural Chair of the Probation Oversight Commission and to work with the extraordinary people serving with me as commissioners and staff.

The first full year of existence of the Probation Oversight Commission (the "POC") is an accomplishment worthy of celebration itself. The result of years of planning and community input through the Probation Reform Implementation Team (the "PRIT"), the POC is the first body of its kind in the nation charged with civilian oversight of the Los Angeles County Probation Department, a department with a budget of over \$1 billion and close to 5,000 employees. No one expected it to be easy, but oversight during 2021-2022 presented unexpected challenges that proved just how important oversight is when the lives and liberties of thousands of youth and adults are at stake.

These unexpected challenges and opportunities included:

- The State of California's decision to close the Department of Juvenile Justice and start a phased return of all youth currently in state juvenile facilities back to L.A. County, which will nearly triple the population of post-disposition youth incarcerated in the county.
- Multiple findings of unsuitability and noncompliance by the Board of State and Community Corrections at the county's juvenile halls.
- The temporary closure of Central Juvenile Hall and crises that followed including multiple assaults resulting in injured youth and staff, cancelled visitation, and other issues.
- An unprecedented staffing crisis caused by leaves and callouts that led to youth missing school, programs, and recreation in the juvenile halls, and necessitating the regular deployment of staff from the field and the Special Enforcement Operations (SEO) unit.
- Transition of Campus Kilpatrick from a juvenile camp to the new Secure Youth Treatment Facility (SYTF) and lingering questions about where the rest of the expected 180 SYTF youth will be housed and how those programs will be run and staffed.
- Questions and concerns about the continued use of Oleosin Capsicum (OC) Spray in juvenile halls and the purchase of tasers for SEO officers.
- The creation of the County's Department of Youth Development (DYD) and the Justice, Care and Opportunities Department (JCOD), giant steps forward toward the goals of Youth Justice Reimagined and Care First, Jails Last.

The POC addressed all these issues, bringing much-needed transparency and public accountability to the process and advising the Board after conducting in-depth research and listening to thousands of voices. In addition, the POC refined the PRIT's 93 reform priorities into four categories, working directly on 9 goals in the first year and impacting dozens of the priorities. With a staff of six plus nine commissioners, the POC developed researched reports on the state of education in the halls and camps, the 56-hour work week, and completed detailed inspections of all open juvenile facilities.

What I am most proud of, however, is not our detailed reports or resolutions to the Board. I am most proud of our outreach and engagement to stakeholders. The POC has been a hotbed of democracy in action. We have hundreds of attendees at every public meeting and town hall and have met privately with countless number of employees, advocates, labor leaders, attorneys, and youth.

We created a public comment procedure for our meetings and town halls that has been lauded by people on all sides of the issues. We have created space for safe, respectful dialogue that includes youth, families, probation employees, advocates, and critics. We have educated each other and found common ground on many issues. While the POC and the Probation Department and its employees have sometimes been at odds at how to go forward, the lines of communication have remained open and optimism for collaborative reform remains.

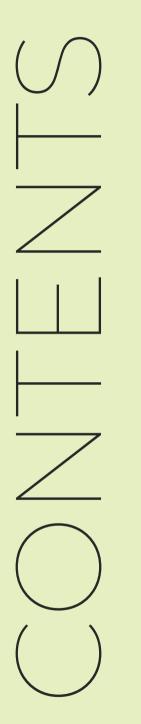
The POC looks forward to continuing our work toward reform. Led by people with lived experience, and people who are dedicated to the principles of Youth Justice Reimagined and Care First, Jails Last, the POC takes its responsibility seriously and will continue to serve as a liaison between the Board of Supervisors, the Department, and the Community to ensure that we are serving our mission: helping the Probation Department achieve accountability, transparency, and healing of the people served by and working for the L.A. County Probation Department.

Sincerely,

Franky Carrillo

Chair of the Probation Oversight Commission

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Roster

Mr. Franky Carrillo, Commission Chair, First Supervisorial District

Mr. Cyn Yamashiro, Commissioner, Second Supervisorial District

Mr. Samuel Lewis (December 2022-present), Commissioner, Third Supervisorial District

Mr. Robert Saltzman (through November 2021), Former Commissioner, Third

Supervisorial District

Ms. Dolores Canales, Commission Secretary, Fourth Supervisorial District

Lt. Donald D. Meredith, Commissioner, Fifth Supervisorial District

Ms. Esche Jackson, Commission Vice Chair

Dr. Danielle Dupuy, Commissioner

Mr. Sean Garcia-Leys, Commissioner

Ms. Dominique D. Nong, Commissioner

Wendelyn Julien, Executive Director



MR. FRANKY CARRILLO COMMISSION CHAIR FIRST SUPERVISORIAL DISTRICT



LT. DONALD D. MEREDITH COMMISSIONER FIFTH SUPERVISORIAL DISTRICT



MR. CYN YAMASHIRO COMMISSIONER SECOND SUPERVISORIAL DISTRICT



MS. ESCHE JACKSON COMMISSION VICE CHAIR BOARD OF SUPERVISORS AT-LARGE



MR. SAMUEL LEWIS COMMISSIONER THIRD SUPERVISORIAL DISTRICT



MS. DOMINIQUE D. NONG COMMISSIONER BOARD OF SUPERVISORS AT-LARGE



MR. SEAN GARCIA-LEYS COMMISSIONER BOARD OF SUPERVISORS AT-LARGE



MS. DOLORES CANALES COMMISSION SECRETARY FOURTH SUPERVISORIAL DISTRICT



DR. DANIELLE DUPUY, PH.D. COMMISSIONER BOARD OF SUPERVISORS AT-LARGE



MS. WENDELYN JULIEN, ESQ. EXECUTIVE DIRECTOR



OF LOS ANGELES COUNTY

Mission Statement

The mission of the Probation Oversight Commission is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

In 2019, the Los Angeles County Board of Supervisors (Board) created the Los Angeles Probation Oversight Commission (Commission) pursuant to Welfare and Institutions Code section 240 to serve in an advisory capacity to the Board and the Chief Probation Officer. The mission and goals for the Commission were developed through a multi-year process by the Probation Reform Implementation Team (PRIT) that created a list of <u>93 reform priorities</u> for the Commission.



Ordinance



ADVISE - "Advise the Board of Supervisors and the Chief Probation Officer regarding the Probation Department's operations, policies, and the expenditure of funds allocated to the Department; the Department's progress in implementing Board of Supervisors priorities; and other issues deemed material by a majority of the Commission. This includes the authority to review and analyze all necessary information, as permitted by law, solicit appropriate input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on the Probation Department's operational policies, procedures, and practices that affect adult and juvenile probationers and, when appropriate, request a response from the Probation Department on such matters."



INSPECT - "As permitted by law, and subject to contractual limitations, conduct unannounced inspections of any facility, and its non-confidential records, where any juvenile probationer can be held or where probationers receive services."



ADDRESS COMPLAINTS - "Subject to review and approval by the Board of Supervisors, propose an independent process for receiving and addressing complaints."



INVESTIGATE - "Conduct investigations through the OIG, analyze, solicit input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on Probation-related issues or complaints. The Commission will direct and, consistent with County Code Section 6.44.190, evaluate any OIG investigation initiated by the Commission."



ACCESS INFORMATION - "Access Probation Department information, documents and testimony necessary to the Commission's oversight function as set forth in this ordinance. The Commission, in compliance with all laws and confidentiality protections, may compel production of such information by directing the OIG to issue a subpoena on the Commission's behalf when deemed necessary by a majority of the Commission. The requirements and procedures for access to, and review and redaction of, confidential information received by the OIG are set forth in subsection J of County Code Section 6.44.190."



ENGAGE WITH COMMUNITY- "Establish a community engagement process in compliance with all laws and confidentiality protections."

Core Values

Inclusive Collaboration

We see each stakeholder as the expert of their experiences and believe the engagement and understanding of many voices can bring a clear direction for the changes that are needed. In practice we:

- Engage all stakeholders and the public
- Value all voices
- Hold space for voices of various viewpoints

Social Justice

We believe valuing people who have been marginalized and denied voice is imperative to reform work. We promote inclusion, equity, and access to systems and services. In practice we:

- Value inclusion equity and access of all stakeholders
- *Represent* the interests of the most vulnerable and least represented individuals
- Acknowledge and work to dismantle disparities in the systems in which we work

Transparency

We believe robust and positive engagement with stakeholders and partners will ensure that changes are long-lasting, equitable, and applicable and that transparency builds trust. In practice we:

- Foster positive interactions and relationships
- Share information widely
- Keep lines of communication open and honest

Integrity

We believe operating with authenticity is necessary to inspire others to perform transformational work. In practice we:

- Fact check and Fact share
- *Communicate* honestly and conduct our work thoroughly.

Compassion

We believe in compassion for all people. Compassion informs our work, validates and supports everyone involved, and remembers that everyone wants to be treated with kindness and respect. We acknowledge injustice and validate and understand the human experience. In practice we:

- Work to understand others' point of view
- Engage everyone with respect
- Understand trauma and its consequences
- Assume best intentions
- Act out of empathy and understanding

Knowledge

We believe knowledge leads to better decisions and reduces bias. Many people have lived and studied the work we are charged to do, and we want to efficiently incorporate ideas already shown to work. We can and must continually strive to learn, improve, and grow. In practice we:

- Are lifelong learners
- Constantly hone our skills and are open to new ideas
- Actively listen

Humility

We believe in staying grounded to the truths of injustice. Humility breeds accountability, keeps us objective, and allows for inclusive collaboration. In practice we:

- Prioritize the needs of the constituents we serve
- Practice humility and respect
- Share credit for wins and losses

POC's Staffing and Budget

The Board appointed the original nine commissioners in late 2020 and hired the first Executive Director, Wendelyn Julien, on February 1, 2021. The inaugural meeting of the Commission was held on February 22, 2021. By July of 2021, the Commission had four staff members. By early 2022, the Commission added a second Program Director and a Community Information Officer, bringing to the Commission's staff to six. The PRIT emphasized in its recommendations the need for full staffing (19 staff positions) of the Commission to successfully conduct oversight of such a complicated department.

The POC operated well within its expense budget due to delays in hiring and to significant savings resulting from the continued use of virtual meetings to protect the public from COVID-19.



Probation Oversight Commission Initiatives in 2021-22

Probation Facilities, Conditions, and Closures

INSPECTIONS

OVERVIEW:

The Welfare and Institutions Code (WIC), Section 240, requires the Commission to perform documented inspections and evaluations of the buildings and grounds at the County's open juvenile facilities on an annual basis. The Commission has a direct relationship with the Board of State and Community Corrections (BSCC), a statutory agency that inspects for compliance of standards of detention facilities in California. Annual inspection reports are to be submitted to the office of the BSCC Field Liaison annually before December 31st of each year.

OUR IMPACT:

The Commission's **2021 Annual Facility Inspection Report** elevated concerns related to facilities and created a communication channel of accountability. The Board reviewed the report in detail, calling both the Executive Director of the Commission and the Chief Probation Officer before the Board to discuss the issues elevated in the report. As a result, Probation made several operational changes to address the concerns. The Board also asked the Commission to change the inspection process by communicating health and welfare concerns immediately to the Probation Department, reporting with more frequency to the Board, and requiring the Probation Department to address issues brought up in writing to the Board and the Commission. The immediate reporting of concerns discovered during inspections has enhanced accountability within the Probation Department.

The Commission began the 2022 cycle of inspections in the spring with **pre-inspections** of Central Juvenile Hall during the temporary closure of that facility and at Campus Kilpatrick in preparation for the transition to becoming a secure youth treatment facility (SYTF). All operating halls and camps will be inspected by December 31, 2022 with detailed reports provided to the Board and the Probation Department.



MAINTAIN REDUCED POPULATION IN HALLS AND CAMPS

OVERVIEW

The PRIT recommendations charge the Commission with seeking ways to shut down older juvenile facilities and replace them with small, home-like, therapeutic environments focused on education and rehabilitation. Additionally, in 2020 the Board unanimously supported Youth Justice Reimagined, a plan to create a "new system" that is "meaningfully different in operations and outcomes from the current system including ... strategies to reduce incarceration and increase diversion and alternatives to detention programs." Later in 2020, the Board passed a **motion** to ensure that the population of incarcerated youth in Los Angeles County continued to decrease. These actions led to the Commission's priority to maintain the low census and continue to find ways to decrease Probation's footprint in the juvenile justice landscape.

Between July 2021 and June 2022, the juvenile population (as shown below) varied some with post-disposition numbers declining in the camps and increasing in the halls, in particular the number of pre-disposition youth due to increased filings, for serious charges, and the new group of youth dispositioned to the "secure track" (often referred to as "SYTF").



OUR IMPACT

The Commission's impact in maintaining the low census has focused on (1) analyzing data and sharing information with the public; (2) requiring accountability in areas where population numbers have increased; and (3) supporting specific decarceration efforts for girls and gender expansive youth.

The Commission receives daily population statistic reports and in January 2022 began sharing a **monthly report** of population charts. The Commission has inquired about discrepancies and changes in these daily population reports, met with Probation's leadership and other partners to discuss better data collection methods, in particular for gender-expansive youth, and tracked the actual populations at SYTF locations.

The increases in population of pre-disposition youth and SYTF youth are concerning because of the impact on the juvenile halls that are undergoing an unprecedented staffing crisis exacerbated by the decision to temporarily close Central Juvenile Hall in March 2022. In addition, the lack of progress in determining a permanent site for SYTF when the closure of the State's Department of Juvenile Justice (DJJ) is closing in quickly has resulted in significant attention from the commission. Commissioners and staff have studied and visited sites, reported regularly to the public and the Board regarding concerns, made recommendations for potential sites, and publicly and privately asked questions about the causes in the increased population in these categories including concerns about agencies over-relying on incarceration when alternatives may be available.

In June 2021, the Commission formed a workgroup to examine efforts to decarcerate girls and gender-expansive youth in the County and in November 2021, the Board passed a **motion** to launch the decarceration effort, enlisting the Commission's support in ensuring the project's progress. Since that time, the Commission has played a pivotal role in the Youth Justice Workgroup for decarceration of gender-expansive youth and tracked the Los Angeles County Public Defender Office's success in launching the Transitional Multi-Disciplinary Teams (TMDT) meetings to seek alternatives for girls and gender-expansive youth who are incarcerated. The importance of this work came into a new light when, during the middle of 2022, it was reported that 70 young women are suing the County based on sexual misconduct allegations by Probation employees.

Maintaining the low census will certainly remain a major goal of the Commission in 2023 and is perhaps the area of the Commission's work most directly related to the goals of Youth Justice Reimagined (YJR).

ELIMINATE OC SPRAY IN JUVENILE HALLS

OVERVIEW

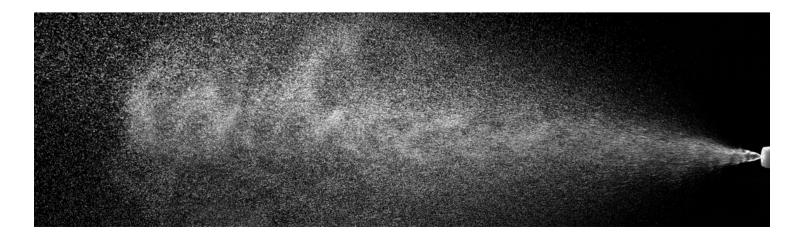
In February 2019, the Board of Supervisors unanimously approved a motion to **phase out the use** of Oleoresin Capsicum (OC) spray in county juvenile facilities. In June 2019, Probation announced a plan to phase out OC spray by the end of 2020. Now three years later, Probation's stalled phase out has resulted in the continued spraying of youth and has repeatedly drawn frustration and outrage from the public and media outlets as a result of non-compliance with the Board's motion.

OUR IMPACT

The Commission has addressed this issue since by:

- 1. discussing it at dozens of public Commission meetings
- 2. listening to and uplifting the voices of youth and young adults who have experienced being sprayed
- 3. attending and reporting on the desescalation and phase-out training at the Probation training center; and most importantly
- 4. by requesting regular data from Probation to track progress toward a phase out and to monitor any new incidents involving the deployment of OC spray.

The Commission has diligently studied Probation's weekly OC Deployment Reports and published the reports as they are received with the Commission's agenda and on the Commission's website. (**OC Spray Deployment and Training Reports**) The reports provide a variety of tracking points including the facility and unit each event occurred in, the reported events that resulted in deployment, the number of youth injured by the event that preceded an OC deployment, and number of youth injured by the spray. In Fiscal Year 2022-23 the Commission will share a public—facing data dashboard with this information and a number of reports analyzing the deployment data to encourage the Probation Department to commit to the phase out of OC spray that has been required by the Board and called for by the community.



Probation Oversight Commission Initiatives in 2021-22

Programs and Services

OVERVIEW

While the Commission has followed the Board, the Probation Department and the community in placing significant attention on the present and future of juvenile facilities, the Commission realized early on that the most important element of the Probation Department's success with clients in facilities and in the field relates to the programs and services they are able to provide themselves and through their partners. Guided by the PRIT recommendations, the Department of Justice (DOJ) Settlement (2019), and then Chair of the Board Supervisor Hilda Solis' request related to reviewing educational services in the halls and camps, the POC has spent significant time learning about, reviewing, inspecting, and making recommendations about the Department's programs and services. Probation's programs and services, recreation, the arts, restorative justice, and so many more.

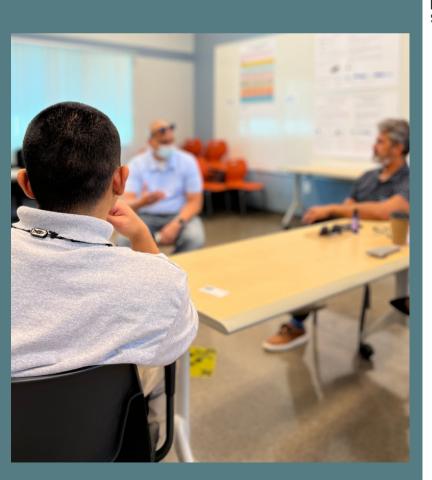
The Department provides daily programs and services for the approximately 475 youth who are incarcerated and also for approximately 150 youth at home on the Community Detention program and tens of thousands of youth and adults on field probation every year. The quality of these programs and correlation with the Board's Care First, Jails Last vision will define the future success of the Department.



OUR IMPACT

The POC has worked diligently to promote and uplift inter-agency partnership and partnerships with community-based programs to provide relevant programs and services through the following POC initiatives:

- **Programs and Services Inventory:** The Commission has reviewed contracts, program provider lists, and programming schedules for Probation services in the field and in juvenile facilities. The detailed information provided for the facilities is incorporated into each facility inspection to ensure that programs are being provided as presented and planned.
- Education and Programming at Facilities: The Commission researched and inspected education programming at juvenile facilities, publishing the findings in its **Education report** and holding multiple meetings to uplift the issues and recommendations of the report. The Commission continues to work with the Education Law Collaborative and LACOE to ensure continuous positive improvement, compliance with the DOJ settlement and state law, and a positive environment for leaning in the classroom in Probation's facilities.



REPORT ON EDUCATIONAL OPPORTUNITIES FOR STUDENTS IN JUVENILE HALLS AND CAMPS RECOMMENDATIONS



Empower effective principals, teachers, and public to lead site-specific improvement efforts

Encourage students to bring their authentic selves to their academic work.



Integrate arts, cooperative learning, project-based learning, and cultural relevance into classroom instruction.

The Probation Department must give more weight to educational needs when balancing education and safety.



esson planning must take better. advantage of low staff-to-student ratios

Ensure that the new secure track facility begins with the best possible educational program.



Probation Department and LACOE's agreement with the California Department of Justice.

Read full Education report at: poc.lacounty.gov/Reports

- **Grievances and Complaints:** The commission surveyed the Department's Grievance and Complaint policies and practices and made recommendations for improvement in its
- Procedural Report on Grievances and Complaints. During annual inspections, the POC reviews grievances, operability of grievance mechanisms, reviews trends, and informs the Department and the BOS of concerning grievances and trends.
- **Policy review**: The commission has reviewed and has or will make recommendations on the Department's taser, PREA, and use of force policies.
- **Citation Diversion Program:** Beginning in March 2021, the Commission created a platform for community advocates, youth, families, Probation staff, and members of the public to discuss the benefits and challenges of Probation's Citation Diversion Program including what the program was, how Probation processes the cases, and next steps for transferring oversight authority of the cases. The Commission heard from youth and their advocates who described years of limbo with unknown court dates, fines and fees, and restricted drivers' licenses, all of which impacted their ability to find work, housing, and transportation. In October 2021, the CEO's office recommended moving diversion and prevention programs out of the Probation Department, including Probation's Citation Diversion Program and in November 2021 the Commission approved a resolution to the Board and the Courts asking for an end of the the Citation Diversion Program, waiver of existing citations, and allocation of county funding for the Citation Diversion Program to the Department of Health Services, Office of Diversion and Reentry's Youth Diversion and Development division (YDD) as permitted by law. In February 2022, the Presiding Judge of Juvenile Court issued a standing order to allow the Probation Department to vacate and terminate any outstanding orders and recall and quash any outstanding warrants/holds for Juvenile matters referred to the Citation Diversion Program and ended the program as of April 2022. In May 2022, the Commission obtained updates on progress made on closing citation cases, transferring cases to YDD, and lifting driver license holds.



Probation Oversight Commission Initiatives in 2021-22

Probation Training and Personnel Management

OVERVIEW

While the identified strategic planning topic of Training and Personnel Management has the longest list of PRIT recommendations associated with it, the Commission has only begun in its first year to address these complicated cultural and human resources challenges. This is due to a lack of staff capacity to address this topic and the fact that the Probation Department has spent the year addressing myriad crises related to an unprecedented staffing crisis, BSCC and DOJ compliance, and other issues that have impacted the ability to move forward with cultural changes and training needs.

However, the POC was able to address some individual goals within this area by engaging deeply with Probation employees through regular conversations with labor leaders, a virtual employee town hall, a detailed research project about the 56-hour work week, and the launch of work with the Office of the Inspector General (OIG) to review the Department's discipline process and address concerns about grievances and complaints. Going forward, this will be a major emphasis for the Commission to work toward cultural change in the Department.



OUR IMPACT 56 Hour Work Week:

POC staff conducted an **in-depth study** of the history and implications of the use of a 56-hour work schedule currently used to staff Probation's camp facilities. Feedback was provided to Probation and stakeholders regarding the strengths and challenges of continued utilization of the schedule, with emphasis on compatibility with the L.A. Model. Within the study, contact was made with 33 other Probation jurisdictions nationwide which established a lack of popularity and precedence of the schedule's continued use. Interviewing Probation staff and co-located staff employed by other departments illuminated systemic issues for further consideration.

Training

Currently, there is not a dedicated POC staff resource assigned to tracking Probation Training and Personnel Management, therefore efforts were coordinated between POC staff and Commissioners to:

- Attend live, in-person Probation training modules, and provide qualitative feedback to leadership and trainers;
- Track training aimed at discontinued use of OC spray through monthly reports;
- Apply information shared by more than 50 Probation employees regarding their perceptions of workforce training and requests for additional training support during the interview process for the 56-Hour Work Week Study.

REPORT ON THE 56 HOUR WORKWEEK

METHODS:

PROBATION

DEPADTMEN



73 Interviews with current and retired probation line staff, supervisors, admin, DMH, Juvenile Court Health Services staff, L.A. County Office of Education staff, community-based advocates, and youth with lived experience.



Contacted 33 separate Probation jurisdictions outside of L.A. County to capture info on schedules used in states and counties

Over 50 hours of virtual and in person interviews in and out of L.A. County.



"The study of the 56-hour work week gives us the opportunity to consider its impacts on youth, staff, and reform implementation within the Los Angeles County Probation Department."

Read full report at: poc.lacounty.gov/Reports

REPORT ON 56-HOUR WORK WEEK RECOMMENDATIONS



A clear set of Departmental goals including a vision for the future of services should be communicated to staff.



A comprehensive training and coaching program with continuous quality improvement process.



Expectations of SDPOS to model and measure practice behaviors must be clarified and standardized.



Formalized shift exchanges are needed at the



beginning/end of the 56 hour work week to ensure standardized transfers of information.

A standardized training and protocol for any employee that may be tasked with setting the schedule for staff duties and breaks on the 56-hour work week schedule.



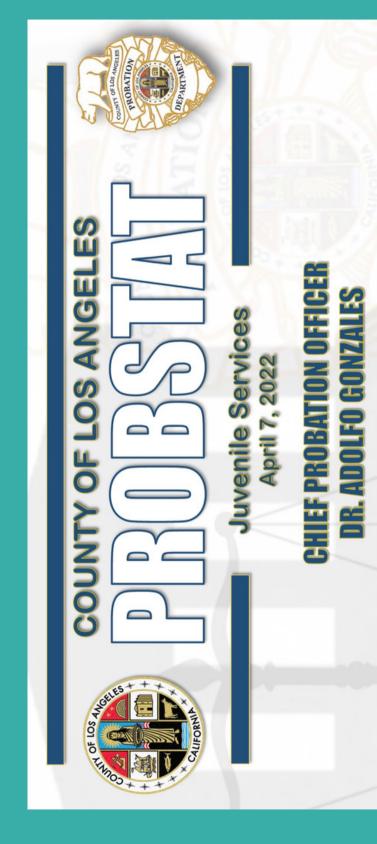
CONTINUED

Probation Oversight Commission Initiatives in 2021-22

Probation Data and Research

IMPROVEMENTS IN DATA TRANSPARENCY

Throughout the year, the POC published monthly juvenile detention population snapshots and guarterly PROBSTAT reports detailing juvenile and adult operations and administrative data. To encourage the regular exchange of data, a Memorandum of Understanding (MOU) was agreed upon to memorialize monthly, guarterly, and annual data updates. The POC continued assessment of Probation's progress toward a functioning data dashboard through regular meetings. While Probation's dashboard launch timeline remains unclear, the POC moved forward in partnership with Information Resource Management (IRM) to envision a POC dashboard to serve as a bridge, publishing data provided by Probation, until the time that the department is able to do so.



Probation Oversight Commission Initiatives in 2021-22

Community Engagement







Jarad Nava

- State Capital staff member and full-time student
 Youth advocate and
- juvenile justice activist • Story featured in awardwinning documentary, "They Call Us Monsters"



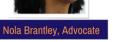
- Brittianna Robinson

 LAC Youth Commissioner
- Art and culinary creator, developer
 CSEC advocate and mento.
- CSEC advocate and m

SPECIAL GUESTS



Bertha Mendez, LAC Probation Director



Ezekiel Nishiyama

Community-based organizer
Youth advocate and mentor

LAC Youth Commissioner

Please join us using the link: bit.ly/poctownhall with password POC123

PUBLIC MEETINGS

Commission meetings are the principal channel through which information regarding crucial topics within the Commission's scope is shared with commissioners, the Probation Department, the community, and other stakeholders.

Seventeen public virtual meetings were held during the reporting period with an average of 124 attendees.

HIGH ENGAGEMENT

During this time period, the POC grew its email subscriber list from 3,000 to **over 12,000** people and obtained over **50,000** social media impressions.

GET INVOLVED

poc.lacounty.gov

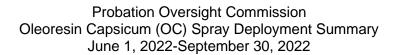
ATTEND OUR MEETINGS poc.lacounty.gov/meetings

3 WAYS TO ATTEND

Participate: Register for our meetings at *poc.lacounty*.gov and join via computer or smart phone. Enter the requested information and the event password, which will be emailed to you once your registration is confirmed. **Please Note**: Comments can only be made by attendees who join via Webex or Zoom.

Watch: Tune into the Facebook Livestream at: <u>facebook.com/LACountyPOC</u>

Listen: Call the telephone number on the registration email and enter the corresponding access/meeting code for the town hall you would like to attend.



LOS ANGELES COUNTY PROBATION OVERSIGHT COMMISSION

In February 2019, the Board of Supervisors unanimously approved a motion to <u>phase out the use</u> of Oleoresin Capsicum (OC) spray in county juvenile facilities. In June 2019, the Los Angeles County Probation Department ("Probation" or the "Department") published a detailed plan to eliminate chemical agents in the juvenile facilities by "the end of 2020"¹ which intended to bring about "a paradigm shift in juvenile detention services ... based on a move toward implementing alternative approaches to supervision, rehabilitation and behavior management that address the underlying cultural and programmatic issues that lead to use of physical interventions."² Three years later, Probation's stalled phase out and ongoing use of the chemical agent in their juvenile halls has resulted in the continued spraying of youth and has repeatedly drawn frustration and outrage from the public and media outlets³ as a result of non-compliance with the Board's motion.

In response, the Probation Oversight Commission (POC) has requested regular data updates from Probation to track progress toward a phase out and to monitor any new incidents involving the deployment of OC spray. Probation's weekly OC Deployment Reports provide a variety of tracking points including the facility each event occurred in, unit(s) involved, identification of reported events that resulted in deployment, numbers of youth injured by the event that preceded an OC deployment, and number of youth injuries caused by the spray. The POC analyzes these reports beside other supportive documents provided by Probation to understand the events and any salient contexts that can piece together the story of continued OC spray use. As concerning as the results of this analysis are, the POC must preface this report with the disclosure that the Department has provided varying and inconsistent data about which youth are housed in which unit, thus the POC is not able to make definitive conclusions about who precisely has been sprayed during the four-month period. The POC received documents from Probation that provided conflicting information about where youth were housed and conversations with the Department and in person visits and inspections conducted by POC commissioners and staff resulted in observations that youth have been repeatedly moved between housing units during the reporting period. Given these data gaps, the POC provided an advanced copy of this report to the Department and obtained clarifying information about the units, which is reflected in the analysis here. These discrepancies, however, mean that the POC can only make educated guesses about which groups of detained youth have been repeatedly exposed to OC spray in this report, thus we opted to present the scope of possibilities gathered from what has been provided. The POC looks forward to further clarification and verification of the information herein by Probation.

While the Board and the POC have made clear that no child should be sprayed with OC Spray inside Probation's juvenile halls, examination of recent OC Spray Deployment Reports indicates a troubling pattern of increasing deployments rather than the anticipated decrease. In addition, the reports generate serious concern that some populations within the halls that may be disproportionately subjected to OC Spray. The recent data appears to demonstrate that the youth being sprayed belong to particularly vulnerable demographics and are overwhelmingly

¹ <u>PROBATION PRESENTS PLAN ELIMINATING CHEMICAL SPRAY FROM JUVENILE HALL BY END OF 2020 –</u> <u>Probation (lacounty.gov)</u>

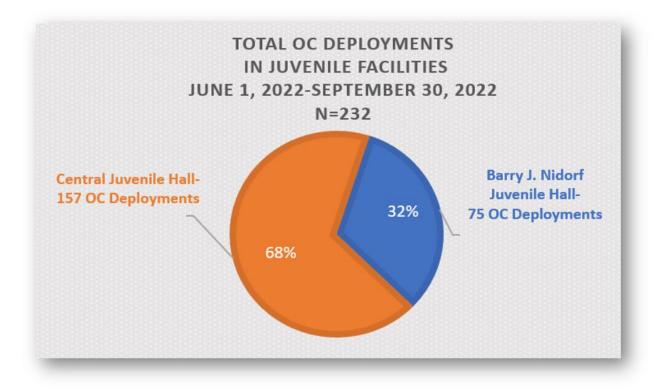
² <u>1057687</u> FinalOCPhase-OutandEliminationReportwithAttachments.pdf (lacounty.gov)</u>

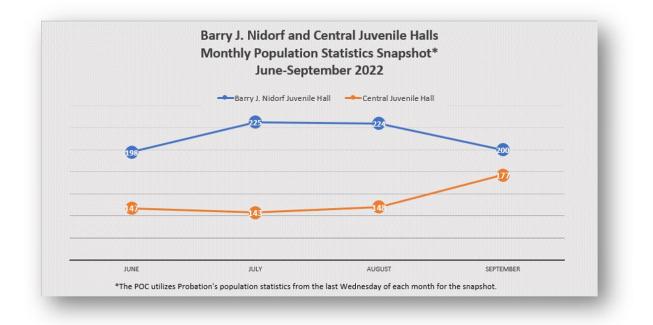
³ Why Are LA Probation Officers Still Pepper Spraying Kids? | LAist

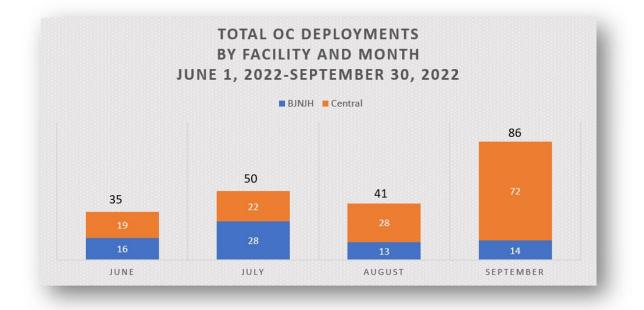
concentrated in certain units at Central Juvenile Hall. Specifically, the POC would include youth who are identified by the Department as "Developmentally Disabled," youth who have open cases with the Department of Children and Family Services (sometimes referred to as DCFS, 241.1 youth, or crossover youth, and youth identified as victims of commercial sexual exploitation in the category of higher vulnerability. According to the analysis of the OC spray data, those populations appear to be heavily represented in the units with some of the highest rates of OC spray deployment. Repeated exposure to violence in the juvenile halls that leads to additional compounded and complex trauma for girls, boys, gender expansive youth, young people with serious mental health concerns, and those with developmental disabilities, must end.

This report represents a renewed call to end the use of OC spray in juvenile facilities, and an opportunity for Probation and the County to think critically about the training, interventions, and support that must be implemented for staff to be able to maintain a safe environment without it.

From June 1, 2022-September 30, 2022, a total of 122 days, there were a combined total of 232 OC spray deployments at Barry J. Nidorf Juvenile Hall (BJNJH) and Central Juvenile Hall (Central). In total and in every month except July, Central had more deployments of OC spray than BJNJH despite consistently housing a lower population of youth. The difference between the facilities was alarming, in that Central had more than double the number of OC deployments than BJNJH.

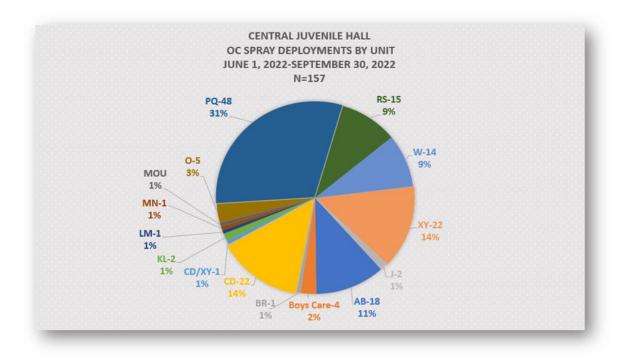




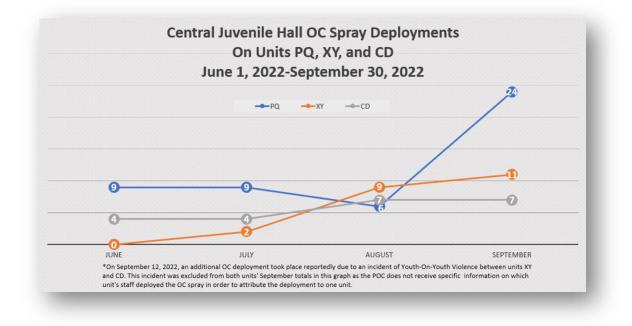


Central Juvenile Hall

In looking at the distribution of deployments across units at Central Juvenile Hall, observation of disproportionate use of OC spray is apparent in certain units:

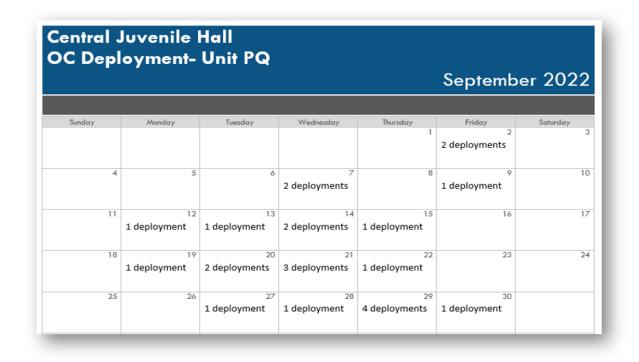


A total of 93 OC spray deployments, 60% of all deployments at Central Juvenile Hall, occurred involving just three of the 13 units housing youth during the time period: PQ, CD, and XY. Unit PQ alone was responsible for 31% of OC spray deployments at the facility.



In the above graph, increases in use are observed for these three units with the most drastic change happening in unit PQ, while the uptick observed in CD and XY is still concerning but more gradual.

Due to the outlier data for unit PQ, further exploration was made to try to understand any patterns in deployments. Probation reports OC deployment data by building, meaning that any incident pertaining to unit P or unit Q is described in the report as "PQ." Therefore, we are unable to determine the exact number of exposures to OC spray one side of a unit may have experienced. What is clear is that in the month of September, there were multiple days where there were multiple deployments of OC spray in unit PQ, and those deployments were concentrated during weekdays, with zero deployments occurring on Saturdays or Sundays, according to the reports.

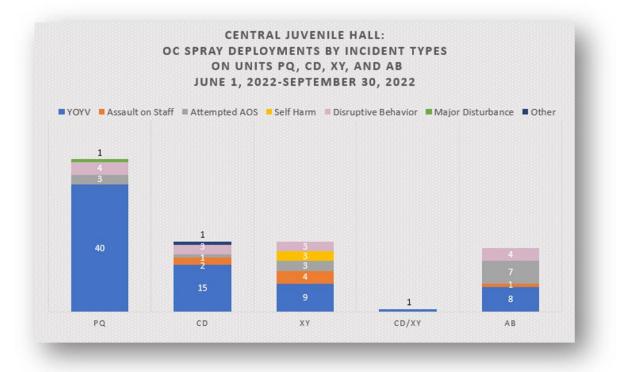


The data as currently provided to the POC did not make it possible to determine whether certain youth have been repeatedly sprayed, but feedback from the department has informed us that 89 youth, 52 at Central and 27 at BJNJH were sprayed two or more times during this four-month period⁴. The POC is also concerned about effects this heightened level of OC spray use may have on the ability of staff to build rapport with youth in the aftermath and for outcomes for youth living in the unit who are not involved in incidents and are subject to secondary effects of OC spray deployment in their living quarters on an almost daily basis. According to Probation, unit PQ and others have lacked consistent staff for quite some time, which they acknowledge may have an impact on the number of OC deployments that occur in those units Probation specifically cites the lack of consistency in staffing contributing to low staff awareness of existing tensions. Another significant issue that Probation believes is contributing to OC use is inadequate staffing.

⁴ This data was provided from Probation on November 16, 2022 and subsequently added after the initial publication of this report.

During incidents when verbal de-escalation tactics are ineffective, staff may be "outsized or outnumbered" or "dangerous to physically separate them without proper back up support" because "staffing numbers affect our ability to intervene".⁵

In further examination of the data provided for Central, a breakdown of incident details shows a consistent pattern across units that the most common incident type preceding an OC deployment is Youth on Youth Violence (YOYV):



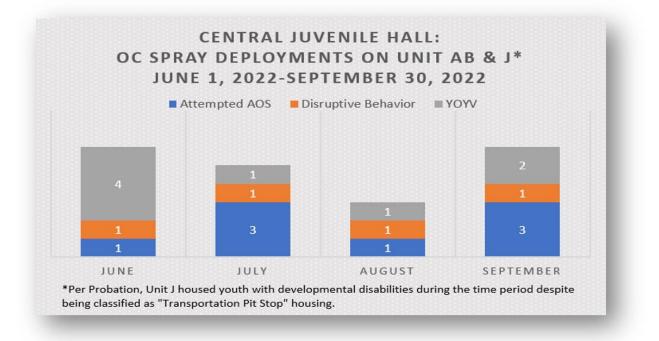
While the use of OC spray is of overwhelming concern, the number of YOYV incidents that could not be de-escalated is also of grave concern. Effectiveness of current department training courses and protocols related to de-escalation of youth must be questioned given the sheer number of incidents that required this level of force to interrupt. The data closely aligns with information the POC has repeatedly heard from Probation staff in their expressed need for additional support from the department in the form of quality training, coaching, and on-the-job mentorship. Probation reported that nearly three years ago, since the start of the COVID-19 Pandemic, staff have no longer received training once provided through Regional Center and that "several years ago" a training was provided to staff regarding the housing requirements of youth with developmental disabilities.

Further cause for close examination of deployment data is directly related to the vulnerability of youth who are detained in units with the most OC deployments. On October 26, 2022, the POC received a unit classification which was reportedly retroactive to June 2022 and described the demographics of youth housed on these units as follows⁶:

⁵ Quotes derived from an email from Deputy Chief Karen Fletcher in a response to a set of questions generated in the creation of this summary.

⁶ See Appendix for Unit Classification document received on 10/26/22.

- Units P and Q house 15–17-year-old boys, pre-disposition, camp ordered overflow, county jail deferred, and court ordered drug program.
- Unit XY is the Girls Enhanced Supervision and Girls Care units. Girls ESU is for level 3 youth, pre-disposition, Regional Center clients, and Dorothy Kirby Center placements while Girls Care is a short-term stabilization unit for emotionally challenged girls.
- Units C and D are both girls' high risk offender units that also house Regional Center clients awaiting transfer, girls with Specialized Supervision Plans, and girls pending disposition for charges that could result in SYTF placement.
- Unit AB houses boys who have been previously identified as developmentally disabled or Regional Center clients.

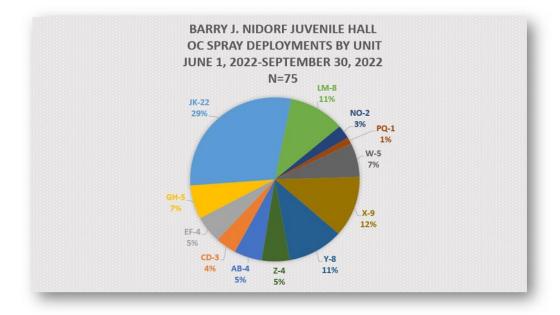


According to Probation, reorganization of unit assignments reportedly occurred sometime in late June 2022, and ongoing construction in various units at Central have caused multiple long and short-term changes to housing assignments for youth. This movement and inconsistent tracking make it impossible for the POC to identify the extent to which OC spray is being deployed upon youth who have been identified as especially vulnerable in detention settings. Probation has confirmed that there was OC spray deployment on youth diagnosed with developmental disabilities⁷. It was also confirmed that while Probation does not readily have statistical or demographic data prepared to share about vulnerable populations, it is imminently likely that youth with CSEC history and/or DCFS involvement have been involved in and affected by deployments of OC spray at Central.

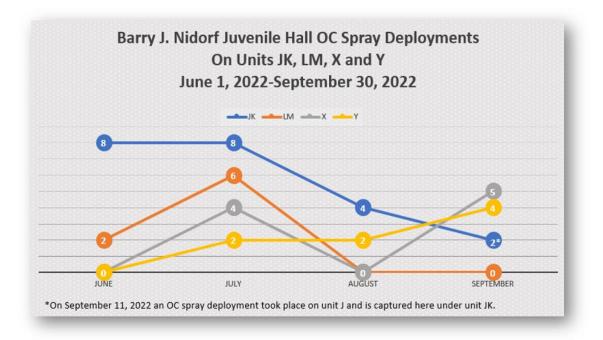
⁷ The POC requested this data via email on November 4, 2022. Confirmation of OC deployment upon youth with developmental disabilities was received from Probation after the initial publication of the report and subsequently incorporated.

Barry J. Nidorf Juvenile Hall

Although OC spray deployments occurred less frequently at Barry J. Nidorf Juvenile Hall, one unit is an outlier compared to the rest of the facility. The number of deployments in unit JK were more than double any other unit's deployments in the facility:

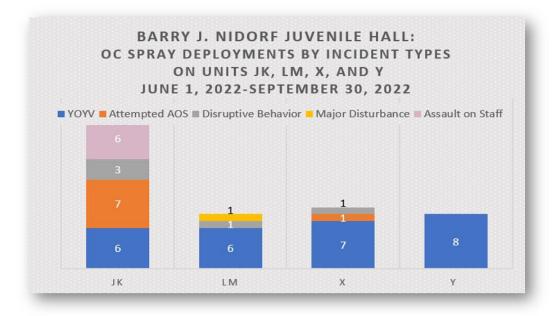


The disproportionately high number of OC deployments in unit JK in comparison to the other units at BJNJH makes it an obvious outlier and deserves immediate attention to understand the circumstances of the last months. Graphing the monthly deployments in the highest OC utilizing units, JK, LM, X, and Y, tells a more complex story of a decreasing pattern of use:



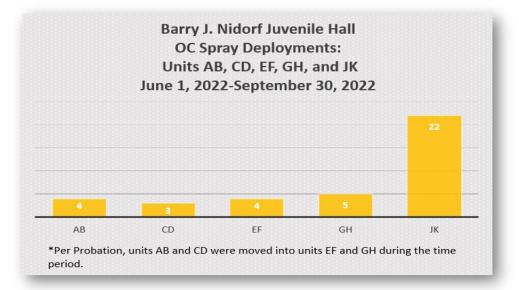
It is notable that unit LM had zero deployments in both August and September, unit X had two non-consecutive months of zero deployments. Unit JK saw decreases in August and September, hinting at a regression to lower OC deployment numbers typical on other units. While circumstances of any practice changes in these units that led to the decreases in OC deployment remain unclear, any months of zero or decreasing deployments should be closely studied by Probation for the possibility of standardization of successful practices and replication.

The following graph provides further breakdown of the incident types the OC deployments on these four units have been attributed to:



Unlike the YOYV trend at Central Juvenile Hall, which was highly variable, the YOYV distribution across the four highest OC utilizing units at BJNJH is more consistently distributed. According to the breakdown of OC spray deployments by unit type, what separates unit JK from the other units' usage is found in the number of deployments that were preceded by an Assault On Staff (AOS) and Attempted Assault on Staff, which calls awareness to the quality of relationships fostered between staff and youth on the unit.

It is also notable that at BJNJH, units AB, CD, EF, and GH reportedly also house the same population of 14–18-year-old males as unit JK, and those units had considerably fewer deployments of OC spray during the same time period:



According to Probation's feedback about the moves from AB and CD to EF and GH, the combined use of OC was still considerably lower than that of unit JK. Since populations on these units were actually the same as those on unit JK, as reported in the unit classifications and confirmed by the Department, further exploration into practice is warranted to better understand circumstances what led to so many deployments in JK and how staff maintained lower rates of deployment in the other units.

It is currently unconfirmed if there are units housing youth that had no OC deployments during the period, as those units are not specifically identified in weekly OC Deployment Reports (since they had none), and unit reclassification and movement is not uncommon and such movement sometimes leaves units empty during certain time periods. From the data provided, it is possible that there were no OC deployments on units RS and TV at BJNJH during the four-month period. There may also be notable data when comparing OC deployment data for units housing similar demographics of youth across facilities during the same time periods. An outstanding example of this is to examine units PQ at BJNJH and Central if they both acrually housed developmentally delayed youth during the same time periods. While one facility had 48 OC deployments, the other had just one. Access to better data could confirm these hypotheses and potentially identify practice examples for replication across other units serving youth with extensive service needs.

Recommendations

To make OC deployment data more meaningful and provide the Board and the POC with a true picture of the extent of the issues and the possible solutions, Probation should provide the following data on a regular basis in addition to what is already provided via weekly OC Deployment Reports:

- A complete listing of units housing youth that includes a brief qualitative description of who is housed in the unit (i.e. 14-16 year old males, Quarantine Unit, Developmentally Disabled Youth, Females, etc.) for both juvenile halls. This list should be updated and shared every time a unit is reclassified to house a different population, a unit is vacated and no longer used, or a previously empty unit is occupied
- Notation of involvement of Developmentally Disabled youth in an OC spray incident regardless of unit
- Notation of involvement of gender expansive youth
- Notation of involvement of any youth identified as CSEC
- Notation of involvement of any youth with DCFS involvement
- Unit assignment of youth and staff involved and actual location of the deployment (school, day room, etc.)
- Weekly average number of youth housed on a given unit
- Shift in which the deployment occurred-AM, PM, Overnight
- Information regarding any protocols and training specifically aimed at serving youth with developmental disabilities

Transparent inclusion of the data points listed above in current OC Deployment Reports would allow the POC to further identify trends in OC spray deployment that can be utilized by Probation and the Board of Supervisors to inform change. The continued use of OC spray, while troubling in its own right, strongly signals the of likelihood of absent and/or ineffective preventative deescalation interventions that could otherwise obviate a deployment of the chemical agent. Immediate exploration and implementation of preventative measures must be prioritized by Probation if the department intents to comply with the Board's motion and phase out use of OC spray in juvenile facilities.

Appendix

1. Probation Unit Classification dated 9/27/22

Barry J. Nidorf Juvenile Hall UNIT CLASSIFICATION

Age	Unit	Description of Housing Criteria				
14-18	A/B	Male youth, Pre-Disposition, New or Returning to Camp and Placement. Youth for medical appointments or court. No Unfit or Proposition 57.				
14-18	C/D	Male youth, Pre-Disposition, New or Returning to Camp and Placement. Youth for medical appointments or court No Unfit or Proposition 57.				
14-18	E/F	Male youth, Pre-Disposition, New or Returning to Camp and Placement. Youth for medical appointments or court. No Unit or Proposition 57.				
14-18	G/H	Male youth, Pre-Disposition, New or Returning to Camp and Placement. Youth for medical appointments or court. No Unfit or Proposition 57.				
14-18	ј/к	Male youth, Pre-Disposition, New or Returning to Camp and Placement. Youth for medical appointments or cour No Unfit or Proposition 57.				
Any	L	Newly admitted male youth.				
Any	M	Male youth intake unit for new admits transferring from other facilities.				
Any	N/O	Healing, Opportunities and Positive Engagement (HOPE) Center: Temporary housing and de-escalation area f youth housed in other units.				
Any	Р	Special Supervision (SSP) and Regional Center Clients: Male youth awaiting transfer to Central Juvenile Hall for proper housing. Youth on an extended stay in Hope Center require an SSP. Youth with developmental disabilities are Regional Clients whom are provided with a comprehensive plan that includes all treatment and training/educational program experiences at Central.				
Any	Q	Overflow youth from Hope Center.				
14-18	R/S	Male youth awaiting movement to camp				
14-18	τ/v	Female youth with special housing needs under a specialized supervision plan; youth with developmental disabilities whom are provided with a comprehensive plan that includes all treatment and training/educational program experiences.				
14-18	w	Male youth, actively going through Fitness/Transfer setting proceedings. Youth pending criminal court (adult).				
14-18	X Healing, Opportunities and Positive Engagement (HOPE) Center: Temporary housing and De-est youth who are assigned to the Compound unit.					
14-18	Ŷ	Male youth who are actively going through Fitness/Transfer Setting proceedings in criminal court (adult), youth who have been re-certified back to juvenile court from a Direct Filing adult case (Proposition 57).				
14-18	z	Male youth who are actively going through Fitness/Transfer Setting proceedings in criminal court (adult), youth who received a Direct Filing from adult court and have been certified back to Juvenile court in accordance with Proposition 57.				
Any	MOU	All youth with medical needs or special orders.				

2. Probation Unit Classification dated 10/26/228

The Central Juvenile Hall HOUSING PROTOCOLS

Revised 10/14/22

vision	Unit	Gender		Age Range	Capacity	Description of Unit Housing Criteria
1	Receiving	MALE/ FEMALE				Vacant for repair
	A	MALE	DD	14-18	14	Regional Center Clients (High Needs): Male youth who are currently listed as Developmentally Disabled (DEV/DIS), Level 3, youth
	В	MALE	DD	14-18*	14	Regional Center Clients (High Needs): Male youth who are currently listed as Developmentally Disabled (DEV/DIS), Level 3, youth
	BOYS CARE	MALE	CARE	14-18	12	C.A.R.E. Unit: Short-term stabilization unit for emotionally challenged youth. No Level 3, SYTF, DJJ, or UNFIT youth. NOTE - Population shall not exceed 12 youth.
	C	FEMALE		14-18+	12	High Risk Offender (HRO): Female youth actively going through Fitness/Transfer setting proceedings in juvenile court, MH Level 3, DUJ, SYTF, and UNFIT. Level 3 female youth (specialized supervision plan), NDDSP, CAMPN, CAMPM, fitness/trail setting, or regional center clients awaiting transfer, SYTF, and UNFIT housing.
	D	FEMALE		17-18+	15	High Risk Offender (HRO): Female youth actively going through Fitness/Transfer setting proceedings in juvenile court, MH Level 3, DUJ, SYTF, and UNFIT, Level 3 female youth (specialized supervision plan), NDDSP, CAMPN, CAMPN, fitness/trail setting, or regional center clients exwelting transfer, SYTF, and UNFIT housing.
	E	MALE				Vacant for repair
	F	MALE				Vacant for repair
	G	N/A				Vacant for repair
	н	N/A				Vacant for repair
	J	MALE/		14-18	12	Transportation Pit Stop
	0	MALE	DD	14-18	12	Enhanced Supervision Unit: Level 3 male youth, NODSP, and DKC Placements, No SYTF, DJJ, or UNFIT youth.
	к	MALE		15-17	20	Level 3 male youth, NODSP, camp ordered overflow, county jail deffered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth. (overflow for PQ)
	L	MALE	5	17-18*	20	Level 3 male youth, NODSP, camp ordered overflow, county jail deffered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth. (overflow for R/S)
	м	MALE		17-18+	20	Level 3 male youth, NODSP, camp ordered overflow, county jail definered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth
-	N	MALE		17-18+	20	Level 3 male youth, NODSP, camp ordered overflow, county jail deffered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth.
	Р	MALE		15-17	14	Jecusi 3 male youth, NODSP, camp ordered overflow, county jail deflered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth.
	Q	MALE		15-17	13	Level 3 male youth, NODSP, camp ordered overflow, county jail deflered, and court ordered drug program. No Proposition 57, DJJ, or UNFIT youth
-	R	MALE		17-18+	14	Vacant for repair
-	S	MALE	1	17-18+	14	Vacant for repair
	т	MALE				Permenantly Closed
	v	MALE				Permenantly Closed
	Wt	MALE	BESU	14-18	20	ISOLATION Unit - for youth positive with Covid 19 who must be isolated in the facility.
	W2	MALE/ FEMALE		15-18	20	Receiving - Intake
	XIY	FEMALE	GESU/ GCARE	12-18+	14	ESU-Enhanced Supervision Unit: Level 3 female youth, NODSP, Regional Center Clients, and DKC Placements. No SYTF, DJJ, or UNFIT youth. C.A.R.E. Unit: Short-term stabilization unit for emotionally challenged youth. No Level 3, SYTF, DJJ, or UNFIT youth. NOTE - Population shall not exceed 12 youth.
	MOU	UNISEX		ALL	8	All youth with medical needs or special orders and youth who are administratively assigned. NOTE: Youth found positive for COVID 19 will be housed here until cleared by JCJS

⁸ In the process of compiling this report, the POC received two different sets of unit classifications for Central Juvenile Hall. After multiple discussions with leadership, we have accepted the version dated 10/26/22 retroactive to June 2022 as a correction to earlier versions, which demonstrates delayed and sporadic tracking of youth detained in juvenile facilities and the validity of data shared by Probation.

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	□ Other			
CLUSTER AGENDA REVIEW DATE	12/07/2022				
BOARD MEETING DATE	12/20/2022				
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th			
DEPARTMENT(S)	DISTRICT ATTORNEY'	S OFFICE			
SUBJECT	Authorize the District At Safety for Federal Fisca (All districts) (3-votes)	torney to accept grant funds from I Year 2022-23	the Office of Traffic		
PROGRAM	Alcohol and Drug Impai	red Driver Vertical Prosecution Pr	rogram		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗴 Yes 🗆 No				
	contract and subsequent	hy: The program is currently in ope extensions that the Board approve or the continuation of the contract.			
DEADLINES/ TIME CONSTRAINTS	Federal Grant begins October 1, 2022; therefore, we would like to have the Board Letter adopted soon after the FY begins to resume services and claim for reimbursement.				
COST & FUNDING	Total cost: \$1,584,520	Funding source: Office of Traffic Safety (OTS)			
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	To enter into an Agreen option to continue blood	nent with OTS, accept grant funds I-draw services.	and exercise extension		
BACKGROUND (include internal/external issues that may exist including any related motions)	The OTS is designated by the Governor to receive federal traffic safety funds to implement California's highway safety programs. Each year, the OTS develops a Highway Safety Plan identifying the key highway safety problems in the state and the most effective countermeasures to address them by soliciting proposals statewide to address the identified problems and awarding traffic safety funds to state and local governmental agencies, including the District Attorney's Office (DA). The DA receives the OTS grant in order to have a specialized team of Deputy District Attorneys identified and trained as Drug Recognition Experts and to continue the process of providing significantly improved DUI-Alcohol and DUI-Drug training. These efforts serve to increase traffic safety in Los Angeles County. These funds will also pay for continued on-call blood draw services by exercising extension options previously approved by the Board in the FFY 2021-22 BL for the detection of impairing substances in DUI investigations in an amount not to exceed \$100,000 for each one-year extension and six month-to- month extensions in an amount not to exceed \$50,000 for the total of the six months, contingent upon future grant funding availability, with a maximum contract amount for the three years and six months, not to exceed \$350,000.				

EQUITY INDEX OR LENS	🗌 Yes 🛛 No
WAS UTILIZED	If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Melanie Rubio, Grants Analyst (213) 257-2803, Mrubio@da.lacounty.gov



GEORGE GASCÓN LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE 211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE OFFICE OF TRAFFIC SAFETY FOR FEDERAL FISCAL YEAR 2022-23 (ALL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to accept grant funds from the California Office of Traffic Safety (OTS) and enter into agreements to support the program for a one-year period running from October 1, 2022, through September 30, 2023. Applicants are required to submit necessary assurances and documentation with their grant application.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Authorize the Los Angeles County District Attorney (LADA), to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI23013, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,584,520, for a one-year period of October 1, 2022, to September 30, 2023. There is no required County match for this grant.
- 2. Authorize the LADA, or his designee, to serve as Project Director and sign and approve any revisions, amendments, or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The OTS is designated by the Governor to receive federal traffic safety funds from the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), for coordinating California's highway safety programs. Each year, the OTS develops a Highway Safety Plan (HSP) identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. Finally, available funds are allocated to State and local governmental agencies to implement traffic safety programs and grants.

The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDAs) continue the process of providing significantly improved DUI-Alcohol and DUI-Drug (DUID) training to DDAs and law enforcement agencies, as well as allowing this specialized team of DDAs to continue its work in increasing the number of Drug Recognition Experts. These efforts will serve to increase traffic safety in Los Angeles County (County), especially given the increase in the number of DUI-Alcohol and (DUID) offenses in the County since the 2016 passage of Proposition 64, entitled the "Adult Use of Marijuana Act" (AUMA).

In the County, the number of DUID cases presented to the LADA for filing consideration increased between 2017 and 2019 (848 in 2017 versus 1,132 in 2019), as did the number of DUID drug-alcohol combination (DUI-Combo) cases (151 cases in 2017 compared to 341 cases in 2019). In 2020, although the number of DUID case filings decreased due to the COVID-19 global pandemic (575 DUID cases were presented for filing and 318 DUID cases were filed), there remained a noticeable upward trend in the number of DUID cases which caused injury (82 in 2018, 108 in 2019, and 110 in 2020). The most striking rise in numbers, however, came last year when COVID-19 restrictions began to ease. In 2021, 1,327 DUID cases were presented for filing and 880 DUID cases were filed. This marks an increase of 130 percent and 176 percent, respectively, from 2020. Even taking into account the reduction of cases in 2020, these numbers are higher than they were in 2019, pre-COVID. Excluding 2020, the 2021 numbers mark the sixth consecutive year these DUID numbers have risen. In addition to the rise in DUID numbers, there was also an increase in the number of DUI-Combo cases and the number of DUI-Combo cases causing injury.

A look at DUIs and traffic fatality numbers just halfway through 2021 showed traffic deaths in the County were on track to exceed the previous year's numbers. Data compiled by the Los Angeles Police Department showed that at the halfway point of

2021, DUI crashes had risen 20 percent, severe DUI crashes resulting in serious injuries rose 73 percent, and fatal DUI crashes rose 9 percent.

The escalation of state-wide DUID cases appears to be consistent with the findings of the 2020 Annual Report of the California DUI Management Information System which determined that while the number of alcohol-involved fatalities declined by about 9 percent over the past 23 years, the number of drug-involved fatalities increased by about 179 percent over the same time period. The majority (59.9 percent) of drivers in alcohol-and-drug-involved injury crashes had at least one prior DUI or alcohol- or drug-related reckless driving conviction.

The LADA's plan to develop expertise and train prosecutors on topics specific to DUI-Alcohol and DUID cases has been approved for grant funding from the OTS. The LADA also seeks approval to continue the program for on-call blood draw services, funded entirely by the OTS grant, to detect impairing substances in DUI-Alcohol, DUID, and DUI-Combo incidents. Initially, the Board approved a pilot program for on-call blood draw services and then extended the program. The program is currently in operation through a sole source contract that the Board approved on November 2, 2021, with Vital Medical Services, a company that provides on-call licensed nurses and phlebotomists to conduct medically approved, blood draw services throughout the County. Approval by the Board to continue this program would allow the LADA to gather sufficient data to determine the feasibility of a long-term on-call blood draw service.

Board approval is required to accept grant funds and satisfy County and State requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The total funding awarded from OTS is \$1,584,520 for a one-year period, October 1, 2022, to September 30, 2023, which includes the allocation of funds for the salary and

employee benefits for 50 percent of one (1) existing District Attorney Senior Investigator, one (1) existing Grade IV DDA, and three (3) existing Grade III DDAs. The pro-rated grant award amount for the County Fiscal Year is \$1,578,227.50. Funding is included in the LADA's FY 22-23 Final Adopted Budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would be continued with costs absorbed by the department or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in the County.

According to the NHTSA national study, testing of fatally injured drivers found that 18 percent were positive for at least one illicit, prescription, or over-the counter drug. This is an increase from a 2005 NHTSA study that found that 13 percent of fatally injured drivers tested positive for at least one drug type. The study also found that 23 percent of California's 1,678 fatally injured drivers in 2009 tested positive for drugs. The 2012 California Statewide Roadside Survey found that 14 percent of weekend nighttime drivers tested positive for drugs that can impair driving, while 7.3 percent tested positive for alcohol. The survey found that 7.4 percent of weekend nighttime drivers tested positive for Tetrahydrocannabinol (THC), the primary psychoactive substance in cannabis, which was found to be the most prevalent drug in the survey.

An additional 2013-14 NHTSA National Roadside Survey found that more than 20 percent of weekend and nighttime drivers tested positive for illegal, prescription, or overthe-counter drugs. More than 15 percent tested positive for illicit drugs. More than 12 percent tested positive for THC, a 48 percent increase from the 8 percent reported in the 2007 NRS.

This is also consistent with NHTSA's recent report, which found that in 2017, 46 percent of fatally injured drivers, with known test results, tested positive for drugs, up from 28 percent in 2007.

DUID cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment and the chemical tests performed to determine if someone is under the influence of a drug are in addition to or different from the tests utilized in the standard

evaluations applicable to alcohol impairment. This grant funding allows a specialized team of DDAs to continue to train other DDAs and law enforcement agencies on the issues related to DUID cases.

In addition, the OTS grant will provide funding to continue the program for as-needed, on-call blood draw services. The presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In many instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals, despite having obtained consent or a valid search warrant. The program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-call blood draw services in the County. As the grant funds for the program are not to exceed \$100,000, the program for blood-draw services will last until the funds allotted are expended, or until September 30, 2023, whichever comes first.

On November 2, 2021, the Board approved a sole source contract for one year with two one-year extension options and six month-to-month extensions with Vital Medical Services to provide on-call blood draw services in the County. The LADA will exercise the two one-year extension options with Vital Medical Services to provide on-call blood draw services in an amount not to exceed \$100,000 for each one-year extension and continue to exercise the six month-to-month extensions in an amount not to exceed \$50,000 for the total of the six months, contingent upon future grant funding availability. The extensions would increase the overall contract amount by \$250,000 with a maximum contract amount not to exceed \$350,000 for the three years and six months. The LADA will exercise the one-year extension option and add \$100,000 additional grant funding to continue these services through 2023 in accordance with the grant requirements.

The continuation of the program will only require services on a part-time and intermittent basis, and therefore, the sole source contract is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

The County is receiving funds (from a higher level of government) for continued on-call blood draw services and therefore meets the exception criteria under Board Policy 5.015, Timely Submission of Contract for Board Approval. The Department is responsible for taking appropriate action to ensure that contracts do not become retroactive and to initiate the contracting process with sufficient time to ensure the

continuation of services. In this instance, the late submission was due to high staff turnover. Appropriate corrective actions are in progress including filling staffing gaps and reviewing internal procedures and processes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program proposes the dedication of 50 percent of one (1) existing District Attorney Senior Investigator, one (1) existing Grade IV DDA, and three (3) existing Grade III DDAs. This program does not propose attorney staff augmentation. Therefore, the LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Melanie Rubio, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Rubio at (213) 257-2803.

Respectfully submitted,

GEORGE GASCÓN District Attorney

mr

Enclosures

c: Executive Officer, Board of Supervisors Chief Executive Officer County Counsel

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	DECEMBER 20, 2022
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3-VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

* * * * ENTRY MUST BE IN MICROSOFT WORD * * * *

Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair of the Board or Director to sign when such signature is required on a document.

Recommendation: Authorize the Los Angeles County District Attorney (LADA), to accept federal grant funds from the Office of Traffic Safety (OTS) for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI23013, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,584,520, for a one-year period of October 1, 2022, to September 30, 2023. There is no required County match for this grant. Authorize the LADA to serve as Project Director and sign and approve any revisions, amendments, or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND VITAL MEDICAL SERVICES, LLC

AMENDMENT NO. 1

THIS AMENDMENT to the On-Call DUI Blood Draw Services Agreement ("Agreement" or "Contract") is made and entered into by and between the Los Angeles County ("County") and Vital Medical Services, LLC ("Contractor"), hereafter referenced as the Parties ("Parties"), with reference to the following facts:

RECITALS

Whereas, on November 2, 2021, the Board of Supervisors (Board) delegated authority to the District Attorney's Office ("LADA") to execute and amend an Agreement for on-call DUI blood draw services;

Whereas, on February 7, 2022 the County, in accordance with Government Code Sections 23005 and 31000, entered into an Agreement with Contractor;

Whereas, the Parties mutually agree that it is to both of their benefit to execute Amendment One to extend the term of the Agreement to September 30, 2023, to continue on-call DUI blood draw services, increase the maximum compensation by \$100,000 for a maximum total contract cost not to exceed \$200,000, and to update certain standard County contract terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the Parties that the Agreement shall be amended as follows:

- 1. This Amendment One shall commence and be effective upon execution.
- 2. Section 1.0 APPLICABLE DOCUMENTS adds Exhibit J- COVID-19 Vaccination Certification of Compliance.
- 3. Section 4, TERM OF CONTRACT, paragraph 4.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 4.1 The term of this CONTRACT shall commence after execution by the County and shall expire September 30, 2023, unless sooner terminated or amended, in whole or in part, as provided in this CONTRACT.
- 4. Section 5 CONTRACT SUM, 5.1 Total Contract Sum, paragraph, 5.1.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 5.1 The "Contract Sum" under the Term of Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for Services specified under Exhibit A- Statement of Work, which is consistent with the costs listed in Exhibit B- Pricing Schedule. The Contract Sum authorized by COUNTY hereunder shall not exceed

Two Hundred Thousand dollars (\$200,000) for the Term of Contract funds.

5. Section 8.0, STANDARD TERMS AND CONDITIONS, paragraph 8.59, shall be added in its entirety as follows:

8.59 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

8.59.1 At CONTRACTOR'S sole cost, CONTRACTOR shall comply with Chapter 2.212 (COVID-19 Vaccinations of COUNTY CONTRACTOR Personnel) of COUNTY Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "CONTRACTOR Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with COUNTY employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.59.2 CONTRACTOR Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.59.3 Prior to assigning CONTRACTOR Personnel to perform In-Person Services, CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated by confirming CONTRACTOR Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. CONTRACTOR shall also provide written notice to COUNTY before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. CONTRACTOR shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the COUNTY for audit purposes, when required by COUNTY.

8.59.4 CONTRACTOR shall evaluate any medical or sincerely held religious exemption request of its CONTRACTOR Personnel, as required by law. If CONTRACTOR has determined that CONTRACTOR

Personnel is exempt pursuant to a medical or sincerely held religious reason, the CONTRACTOR must also maintain records of the CONTRACTOR Personnel's testing results. The CONTRACTOR must provide such records to the COUNTY for audit purposes, when required by COUNTY. The unvaccinated exempt CONTRACTOR Personnel must meet the following requirements prior to (1) interacting in person with COUNTY workforce members, (2) working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test that has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by COUNTY or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and COUNTY workforce members.

c. Engage in proper physical distancing, as determined by the applicable COUNTY department that the Contract is with.

In addition to complying with the requirements of this section, CONTRACTOR shall also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the COUNTY.

6. Exhibit J. shall be added and made material part of this Agreement as follows:

J. COVID-19 Vaccination Certification of Compliance

7. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number One.

COUNTY OF LOS ANGELES: DISTRICT ATTORNEY'S OFFICE

BY: ____

DISTRICT ATTORNEY OR DESIGNEE

DATE: _____

CONTRACTOR VITAL MEDICAL SERVICES, LLC

BY: _____

ARMEN VARTANIAN PRESIDENT

DATE: _____

APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel

BY_ EP_

ELIZABETH PENNINGTON Senior Deputy County Counsel

Los Angeles County Chief Executive Office Grant Management Statement for Grants \$100,000 or More

Department: DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description ALCOHOL & DRUG IMPAIRED DRIVER VERTICAL PROSECUTION PROGRAM

The Los Angeles County District Attorney's Office will continue with its specialized team of prosecutors (DUI Training and Prosecution Section (DTAPS)) that will strengthen Driving Under the Influence of Alcohol (DUI Alcohol) and/or Drugs (DUID) and/or DUI Combination of Alcohol and Drug (DUI Combo) investigations and prosecutions in Los Angeles County by providing training on these types of cases to trial prosecutors and law enforcement agencies throughout the County. DTAPS will continue to train, and in some instances, co-chair the prosecution of DUI Alcohol, DUID, or DUI Combination (Alcohol and Drug) cases with misdemeanor and felony Deputy District Attorneys who handle these types of cases throughout each step of the criminal justice process. DTAPS will work with the Traffic Safety Resource Prosecutor - Southern California Training Network to increase the capabilities of the Office by obtaining and delivering specialized training. DTAPS will share information with peers, law enforcement, and crime lab personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.

Funding A		Program (Fed. Grant #/State Bill or Code #)			Grant Acceptance Deadline		
OFFICE OF TRA	D12	DI23013		N/A			
Total Amount of Grant Funding: \$1	,584,520		County Match	\$0			
Grant Period Begin Date:	Octol	ber 1, 2022	End Date:	Sept	ember 3	30, 2023	
Number of Personnel Hired Under This	s Grant	Full Time:	4	Part Time:		1	vi Vi
C	Obligations li	nposed on the Cou	nty When the Grant Ex	nires			
 Will all personnel hired for this program b	그는 일을 할 수 있는 것을 했다.	그는 사람은 지원에서 가지 않는 것은 것이 가지 않는 것이다.	and the state of the	Yes	X	No	
Will all personnel hired for this program b			• · · · · · · · · · · · · · · · · · · ·	Yes	1.1.1	No	
Is the County obligated to continue this pr	rogram after t	he grant expires?		Yes		No	X
If the County is not obligated to continue t				1			
a.) Absorb the program cost without re		Yes		No	X		
b.) Identify other revenue sources (de	escribe below)			Yes	1. 1. 1. - 1. 1 1.	No	<u>X</u>
c.) Eliminate or reduce, as appropriate	e, positions/pi	ogram costs funded	by the grant.	- - Yes	<u> </u>	No	
Impact of additional personnel on existing	j space:				· ·		
None							
Other requirements not mentioned above	<u>.</u>			 		nina inangina ang tao. T	All All All Provinsion
None							
		///	nanga a sana ang pang panganga	alalanan gerapan dagan 🖂			
Department Head Signature		/ // //	Л	ate 9-8	N		

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

□ Board Memo

□ Other

CLUSTER AGENDA	12/7/2022				
REVIEW DATE					
BOARD MEETING DATE	12/20/2022				
SUPERVISORIAL DISTRICT AFFECTED	\square All \square 1 st \square 2 nd \square 3 rd \square 4 th \square 5 th				
DEPARTMENT(S)	Sheriff's Department				
SUBJECT	Authorize county purchasing agent to execute a purchase order for the acquisition of the HPE Superdome for LASD.				
PROGRAM	Technology and support Division (TSD)				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	□ Yes				
SOLE SOURCE CONTRACT	🗆 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: Funding source:				
	\$5,500,000.00 (estimated) Department's operational budget				
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	Purchase Hardware/Software, Professional Services, and Three-Year Maintenance Warranty to replace the legacy Superdome at LASD's data center. To be acquired under LAC-CAL.				
BACKGROUND	The current hardware and operating system are no longer supported and are at end-				
(include internal/external issues that may exist	of-life.				
including any related					
motions) EQUITY INDEX OR LENS	□ Yes ⊠ No				
WAS UTILIZED	If Yes, please explain how:				
SUPPORTS ONE OF THE	🗆 Yes 🛛 No				
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:				
DEPARTMENTAL	Name, Title, Phone # & Email:				
CONTACTS	James Peterson, Captain, 562-345-4351, jcpeters@lasd.org				
	• Fred Nazarbegian, IT Manager III, 562-345-4338, <u>fnazarbe@lasd.org</u>				
	. Thea Sheridan, Administrative Services Manager I, HTSherid@lasd.org				

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A PURCHASE ORDER FOR THE AQUISITION OF THE SUPERDOME REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FISCAL YEAR 2022-23 (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT

The LASD is requesting the Board of Supervisors' (Board) approval and authorization for the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent, to proceed with a purchase order (PO) to replace the LASD's Hewlett Packard Enterprise Superdome (Superdome) in the estimated amount of \$5,500,000 to upgrade the Superdome system.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD, as the County's Purchasing Agent, to proceed with the acquisition of the Superdome replacement in the estimated amount of \$5,500,000 which includes hardware, software, professional services, maintenance and support, travel, and taxes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LASD is the primary law enforcement organization for millions of County residents and manages the largest county jail population in the United States. It operates several mission critical systems, such as Superdome, which promote public safety and needs to remain operational during emergencies.

Superdome comprises multiple components used in data centers for mission critical applications that require high-performance, high availability. Our current Superdome solution hosts many mission and business critical systems and provides services to many local, state, and federal agencies throughout the County of Los Angeles. For instance, Los Angeles County's Correctional Health Services personnel use Superdome applications to manage healthcare for the inmates in the jail system.

The system modernization project will consist of three phases:

- Phase I The purchase of new servers and associated components.
- Phase II The hardware will be installed, and the Hypervisor and the Operating Systems (OS) will be upgraded in the data centers. The new hardware will serve as the production environment with high availability and fail-over capability. It will also replace the end of life (EOL) equipment and OS that are currently being utilized.
- Phase III The data will be migrated from the existing hardware to the new, modernized hardware with capacity and expansion for growth. The new hardware will provide a more secure environment to guard against cyber-attacks.

The LASD will have a dedicated project manager for the Superdome upgrade to ensure the project is completed on time and to minimize downtime to the users' environment. There will be a contingency plan in the event something should go awry during the implementation.

It is imperative that our existing, antiquated Superdome hardware is upgraded. The current hardware is no longer supported and is EOL. Replacement parts are scarce and when failures occur, the repair of hardware takes longer and is more costly. Any interruption of service to the LASD's mission critical systems could result in loss of life, jeopardize officer and public safety, and potentially incur future litigation. The new computer system will provide a more stable computing environment, minimizing unplanned outages of the LASD's mission and business critical systems.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the Superdome hardware upgrade will indirectly contribute to achieving the County's Strategic Initiative 4 and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical obsolete systems.

FISCAL IMPACT/FINANCING

Funding for Superdome replacement will be through Los Angeles County-Capital Asset Leasing (LAC-CAL), lease payments that are included in LASD's approved 2022-2023 budget. The LAC-CAL funding amount is \$5,500,000.

The estimated one-time costs for the proposed acquisitions are as follows:

Hardware/Software	\$4,300,000.00
Services	\$ 200,000.00
Three-year maintenance warranty	\$1,000,000.00
Total cost	\$5,500,000.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis

On October 16, 2001, the Board approved the classification categories for fixed assets (now referred to as capital assets) and new requirements for major capital assets purchasing requiring County departments to obtain Board approval to purchase ordinance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to the County Purchasing Agent.

CONTRACTING PROCESS

The acquisition of Superdome system modernization services and components falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will ensure continued services and uninterrupted operation of Superdome equipment utilized by Los Angeles County law enforcement agencies.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to LASD's Technology and Support Division.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

PETER LOO INTERIM CHIEF INFORMATION OFFICER

AV:BY:nd (Technology & Support Division)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Dawyn R. Harrison, Acting County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Selwyn Hollins, Director, Internal Services Department (ISD) Gerald R. Plummer, Division Manager, ISD Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Brian Yanagi, Acting Chief, Technology and Support Division (TSD) Glen C. Joe, Assistant Division Director, ASD Chris Kovac, Commander, TSD Richard F. Martinez, Assistant Division Director, ASD David E. Culver, Director, Financial Programs Bureau James C. Peterson, Captain, Data Systems Bureau, (DSB) Fredrik Nazarbegian, Information Technology Manager, TSD Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Thea Sheridan, Administrative Services Manager, TSD (Technology & Support Div – HP Superdome 12-20-22)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

⊠ Board Letter	. 🗆 🗆 🖻	oard Memo	□ Other		
OPS CLUSTER AGENDA REVIEW DATE	11/2/2022				
BOARD MEETING	12/6/2022				
DELEGATED AUTHORITY BOARD LETTER	□ Yes 🛛 No				
SUPERVISORIAL DISTRICT AFFECTED	All				
DEPARTMENT	Sheriff's Department				
SUBJECT	Approval of Amendment #2 to A	Agreement Number 76530 with Porter Le	ee Corporation.		
PROGRAM	Property, Evidence and Labora	atory Management System (PRELIMS)			
SOLE SOURCE CONTRACT					
CONTRACT	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost:Funding source:\$356,150Asset Forfeiture Funds				
	TERMS (if applicable): The ter	m in unchanged by the proposed amenc	lment.		
		vould increase the Maximum Contract So s a zero net-County-cost amendment.	um to \$3,342,895 from		
PURPOSE OF REQUEST	functionality, and 3) configure f		-		
BACKGROUND (include internal/external issues that may exist)	The additional Pool Dollars will allow the Department to engage Porter Lee to provide additional professional services necessary to mitigate the risk of losing critical data due to system failure, enhance application security, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL AND OTHER	Name, Title, Phone # & Email:				
CONTACTS		Director, (213) 229-3259, <u>afaiell@lasd.org</u>			
	 James P. Carroll, Project L 	Director (323) 260-8502, jpcarrol@lasd.or	<u>ig</u>		

December 6, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Han Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY INFORMATION MANAGEMENT SYSTEM (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) with Porter Lee Corporation (Porter Lee) to increase Pool Dollars to allow for critical upgrades to the Department's Property, Evidence and Laboratory Information Management System (PRELIMS).

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign the attached Amendment to the Agreement with Porter Lee to: (1) increase Pool Dollars by \$300,150, and (2) reallocate \$56,000 from the original Agreement Sum towards Pool Dollars for deliverables no longer needed. The proposed Amendment increases Pool Dollars by \$356,150 for a total Maximum Contract Sum not to exceed \$3,342,895 for the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to engage Porter Lee to provide additional professional services for the migration of data from two legacy systems, which were considered optional customizations in the original Agreement: Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC). Approval of this Amendment will also allow for implementation of Active Directory functionality, configuration of five new web servers, and the reallocation of funds originally budgeted in the Agreement Sum for an interface to Los Angeles Regional Crime Information System (LARCIS).

As of July 2007, ETS was no longer being supported by Oracle. In January 2020, the Department upgraded to Windows 10, which no longer supported EPIC and caused a system failure. Since then, the Department has prioritized the migration of data from these two legacy systems to PRELIMS to mitigate the risk of future system failure. Furthermore, it has become increasingly cumbersome to physically access ETS and EPIC data due to ongoing hardware and software limitations. The Department's information technology staff has exhausted all possible options to rehabilitate these legacy systems to run at even minimal performance levels.

Migration of the existing data from the ETS and EPIC legacy systems to PRELIMS will allow the Department to access historical data stored in these databases for use in pending and future court cases, as well as eliminate the risk of loss of critical data. Implementing Active Directory functionality for PRELIMS will provide a central management tool to more efficiently manage login credentials for over 7,000 users. Additionally, the use of Active Directory will remediate one of the findings from the County Auditor-Controller's audit of the Department's evidence warehouse conducted in 2018, which required the Department to establish protocols for user access, and prohibit access by users who have retired, resigned, or been placed on administrative leave.

The original Agreement included a deliverable for the development of a LARCIS interface, intended to streamline the manual process of entering property and evidence records into Department of Justice (DOJ) systems. Recently, the Department elected not to move forward with this deliverable as a result of the LARCIS application becoming obsolete. As a result, the proposed Amendment will reallocate \$56,000 from the original Agreement Sum towards Pool Dollars.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.2, Embrace Digital Government for the Benefit of Our Internal

Customers and Communities by supporting the implementation of technological enhancements that increase efficiency, thereby enabling the Department to accurately and effectively track and process evidence and property for over 50 Departmental units and facilities.

FISCAL IMPACT/FINANCING

The current Pool Dollar balance of \$61,494 is insufficient to move forward with the Department's Active Directory and data migration needs. The proposed Amendment will increase Pool Dollars allocated for the provision of optional work by \$356,150 for a Maximum Contract Sum of \$3,342,895. The proposed Amendment will be funded solely by the Department's existing Asset Forfeiture Funds at zero net-cost to County.

The total cost for the proposed optional work is \$167,150, to be applied as follows:

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The core PRELIMS application became operational in May 2014. Since then, Porter Lee has implemented additional laboratory functionalities in satisfaction of the original Agreement requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of Active Directory and the migration of data from the legacy systems are necessary to: mitigate the risk of losing critical data due to system failure, enhance application security, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF PETER LOO ACTING CHIEF INFORMATION OFFICER

TM:LT:lt (Fiscal Administration Bureau-Contracts Unit)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Dawyn R. Harrison, Acting County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Cammy C. DuPont, Principal Deputy County Counsel Peter Loo, Acting Chief Information Officer, Chief Information Office (CIO) Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Brian Yanagi, Chief, Technology and Support Division (TSD) Glen C. Joe. Assistant Division Director. ASD Chris Kovac, Commander, TSD Richard F. Martinez, Assistant Division Director, ASD Ernest O. Bille, Captain, TSD James P. Carroll, Crime Laboratory Director, Scientific Services Bureau (SSB) Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB) Angelo Faiella, Assistant Director, FAB Rene Garcia, Lieutenant, ASD Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Sheila A. Courts, Administrative Services Manager II, SSB Alex Madera, Senior Contract Analyst, FAB, Contracts Unit Thea Sheridan, Administrative Services Manager I, TSD Lauren Thai, Contract Analyst, FAB, Contracts Unit (Contracts - PRELIMS 12-06-22)

This Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Porter Lee Corporation (Contractor), effective upon execution by both parties.

- A. WHEREAS, on April 15, 2008, County and Contractor entered into the Agreement for the implementation and maintenance of a web-enabled property, evidence and lab information management system (PRELIMS) and maintenance services; and
- Β. WHEREAS, on October 1, 2020, County and Contractor entered into Amendment Number One to: (1) update the County-mandated provisions regarding Insurance Coverage, Compliance with Applicable Law, Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Background and Security Investigations, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, County's Quality Assurance Plan, Notice to Employees Recarding the Safely Surrendered Baby Law, and (2) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with County's Zero Tolerance Policy on Human Trafficking, Local Small Business Enterprise (LSBE) Prompt Payment Program, Social Enterprise (SE) Preference Program, Disabled Veteran Business Enterprise (DVBE) Preference Program, Time Off for Voting, Compliance with the Policy of Equity, County's Defaulted Property Tax Reduction Program, Compliance with Fair Chance Employment Practices, and (3) add Exhibit K (Attestation and Willingness to Consider GAIN-GROW Participants), Exhibit L (Zero Tolerance Policy on Human Trafficking Certification), Exhibit M (Certification of Compliance with the County's Defaulted Property Tax Reduction Program), and Exhibit N (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement.
 - C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Pool Dollars (as defined in the Agreement) by \$356,150.00 to continue to engage Contractor to provide professional services to: (a) implement Active Directory functionality, (b) perform the data migration of existing Department legacy systems (Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC)), (c) correct any defect that may arise during the data migration, and (d) configure five new web servers to allow full functionality of the PRELIMS web-based application; (2) increase the Maximum Contract Sum (as defined in the Agreement) by \$300,150.00, for a grand total of \$3,342,895.00, (3) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List, Safely Surrendered Baby Law, Counterparts and Electronic Signatures and Representations, and Compliance with Fair Chance Employment Hiring Practices: (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Employees: (5) amend and restate Exhibit C (Price and Schedule of Payments) of the Agreement; and (6) add Exhibit C.1 (Optional Work Schedule) and Exhibit E (COVID-19 Vaccination Certification of Compliance) to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to update the Maximum Contract Sum to reflect the additional Pool Dollar amount of \$356,150.00:
 - 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement. including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$3,342,895.00 and shall be allocated as set forth in the Amended and Restated Exhibit C-1 (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations. (b) Interfaces. System (c) Software implementation, (d) Professional Services Time and Materials Work, (e) Maintenance Services, and (f) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable Hourly Labor Rate or Daily Labor Rate as applicable. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, notto-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely deliver the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.
- 2. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

40.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending

acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 40.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 40.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 3. Paragraph 47.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

47.0 <u>CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR</u> LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of the Agreement.

4. Paragraph 50.1 (Contractor's Acknowledgment of County's Commitment to Safely Surrendered Baby Law) and Paragraph 50.2 (Notice to Employees Regarding the Safely Surrendered Baby Law) of Paragraph 50.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement are deleted in their entirety and replaced as follows to revise the links:

50.0 SAFELY SURRENDED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

50.2 <u>Contractor's Acknowledgement of County's Commitment to Safely</u> <u>Surrendered Baby Law</u>

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" information in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this information in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

5. Paragraph 58.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

58.0 <u>COUNTERPARTS AND ELECTRONIC SIGNATURES AND</u> <u>REPRESENTATIONS</u>

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via

communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

6. Paragraph 70.0 (Compliance with Fair Chance Employment Hiring Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

70.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7. Paragraph 62.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

62.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 62.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement (collectively, "In-Person Services").
- 62.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received: (1) the second dose in a 2dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 62.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any

of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC") or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth. vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.

- 62.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration ("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the contract is with.

- 62.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
- Exhibit C (Price and Schedule of Payments) to the Agreement is deleted in its entirety and replaced with the Amended and Restated Exhibit C-1 (Price and Schedule of Payments).
- 9. Exhibit C.1 (Optional Work Schedule), attached hereto, is added to the Agreement.
- 10. Exhibit E (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
- 11. Except as expressly provided in this Amendment Number Two, all other provisions, terms, and conditions of the Agreement and any prior approved amendments, will remain the same and in full force and effect.
- 12. Contractor represents and warrants that the person executing this Amendment Number Two for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Two and that all requirements of Contractors have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Two to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By:

Chair, Board of Supervisors

ATTEST: CELIA ZAVALA, Executive Officer of the Board of Supervisors

Ву: _____

PORTER LEE CORPORATION

Signed: The Sun

Printed: Timothy Smith

Title: President

Date: 10/07/2022

APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel

By: <u>Approval on File</u> Cammy C. DuPont Principal Deputy County Counsel PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE Amended and Restated Under Amendment #2

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pav Points Only)	Application and	Total for Deliverable	Holdback	Invoice	Notes
				20.00%	Pay Point	
Agreement Start	Signed Agreement	and the second sec				
Application Base Price		70,000.00		0.00	70,000.00	70,000.00 Includes 50% of Application Base Price
Licensing Costs TOTAL AGREEMENT START	RT 2.1	171,000.00		0.00	241,000.00	171,000.00 Includes 25% of Licensing Costs 241,000.00
3.0 UMS Tasks and Deliverables						
3.1 Project Planning and Management	A REAL PROPERTY OF THE PARTY OF	States of the second		「「「「「「「」」」	の一般のない	
3.1.1 Develop a Project Control Document (PCD)	Deliverable 3.1.1 Project Control Document (Work Breakdown Structure, Project Organization, Roles and Responsibilities, Installation Plan, Requirements review, Configuration Plan, Test Plan, Training Plan, Implementation Plan, Production Support Plan, Status Reporting, Issue Escalation and Resolution, Deliverable Review and Approval, and Change Control Management)		18,000.00	3,600.000	14,400.00	
3.1.2 Manage Project	Deliverable 3.1.2 Project Status Reports/Ongoing Project Management (to be divided by the number of months of the project as agreed to in the PCD and Project Timeline)		85.000.00	0.00	85.000.00	
3.2 Technical Assessment		and the second s	AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPERTY A	and the second design of the	No. of the second s	「「「「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」」
3.2.1 Conduct Technology Assessment	Deliverable 3.2.1 Technology Assessment Report (Executive Summary, Technical Architecture, Hardware and Software Specifications, Technical Recommendations)		19,150.00	3,830.00	15,320.00	
3.3 Functional Requirements Review and Finalization	un no			The second second		
3.3.1 Review Functional Requirements with Vendor	Deliverable 3.3.1 Requirements Confirmation Report			3,350.00		
and key users: Develop Business Scenarios			16,750.00		13,400.00	
.4 Functional Assessment	The second se	the second second second second			Status Brown and	
3.4.1 Establish a Prototype Environment	Deliverable 3.4.1 Prototype Environment		16,750.00	3,350.00	13,400.00	
3.4.2 Provide Functional Training to Prototype Team Members	 Deliverable 3.4.2 Functional Training completed (COTS application overview and navigation, System concepts and terminology, Functional overview of each COTS application module, training materials and exercises) 		8,100.00	1,620.00	6,480.00	
3.4.3 Develop Prototype Scripts: Conduct Applicati on Prototyping	Deliverable 3.4.3 Prototyping Scripts: Application Prototyping (Separate Document for each prototyping session: Demonstration of COTS application with detailed business scenarios, confirm/validate business, interface, reporting and conversion requirements)			1,200.00		
			6,000.00		4,800.00	
3.4.4 Perform Fit-Gap Analysis	Deliverable 3.4.4 Fit-Gap Analysis (Executive Summary, Application Configurations, Gap Analysis)		00.000,01	3,800.00	15,200.00	

County of Los Angeles Sherifí's Department Porter Lee Corporation

Exhibit C Price and Schedue of Paymenns Amended and Restrd Under Amendment #2 Property, Evidence and Lisb Information Management System

3.4.5 Develop Requirements Traceability Matrix (RTM)	Deliverable 3.4.5 Requirements Traceability Matrix (RTM)	3,500.00	720.00	2,880.00
3.5 (inplementation Assessment	Deliverable 3.5 Updated Implementations Strategies Plan (Executive Summary, Software Development and Test Strategy, Data Interface Strategy, Report Formals and Standards, Training and Documentation Plans, Transition Management Strategy, Updated Implementation Plan)			
 3.5.1 Develop Software Functional Enhancements and Test Plans 3.5.2 Develop Data Interface Strategy 3.5.3 Develop Report Formats and Standards 3.5.4 Develop Training and Documentation Plans 				
3.5.5 Develop Implementation Strategles Plan TOTAL 3.5 IMPLEMENTATION ASSESSMENT		3,600.00	720.00 2,8	2,880.00
3.6 Distign and Development 3.6.1 Establish Development Environment	Deliverable 3.6.1 Establish Test Environment (Baseline COTS solution, configuration and data set- up, list any 3rd party software or toolsets required to support development and unit testing	00009	1,200.00	4 800 00
3.6.2 Design, develop and unit test software functional enhancements	Deliverable 3.6.2 Design, develop and unit test software functional enhancements	54.000.00	10,800.00	43,200.00
 Gasign, develop and unit test data interface utilities 	Deliverable 3.6.3 Design, develop and unit test data interface utilities		00 C	interface is removed - no databases to interface with identified 0.00% rodete
3.6.4 Design, develop and unit test pre-defined reports	Deliverable 3.6.4 Design, develop and unit test pre- defined reports	72,000.00		57,500.00
3.7 Application Configuration 3.7.1 Establish Configuration Environment 3.7.3 Configure COTS Application 3.7.4 Develop validation routines to support Department Data Interface Requirements. 3.7.5 Derform mock validation data interface into the conversion Environment. 3.7.7 Conduct Integrated System Testing 1.77 Conduct Integrated System Testing 1.77 Conduct Integrated System Testing 1.77 Conduct Integrated System Testing	Deliverable 3.7 Configured Application	76,800.00	15,360.00	61,440.00
		2		Eshibit C Price and Schedule of Raymuns Amender and Brites Amender Amender Ray Property, Evidence and Lab information Management System

County of Los Angeles Sheriff's Department Porter Lee Corporation

3.81.Establish Performance Test Plan 3.8.2.Establish Performance Environment 3.8.3.Conduct Performance Testing TOTAL 3.8 TESTING			34,000.00	6,800.00	27,200.00
Application Base Price		70,000.00		0.00	70.000.00 Includes 50% of Application Base Price
Licensing Costs		171,000.00		00.00	171,000.00 Includes 25% of Licensing Costs
Project Milestone 1 - System Acceptance		241,000.00		0.00	241.000.00
3.9 Transition Management 3.9.1 Develop and conduct user outreach De presentations presentations	Deliverable 3.9.1 User Outreach presentations (Project communication updates, develop and conduct presentations, review and comment on project newsletters and website publications)				
3.9.2 Develop/revise Department Policies and De Procedures	Deliverable 3.9.2 Revised Department Policies and Procedures		14,400.00 6 000 00	2,880.00	11,520.00 4 800 00
. Readiness Assessment Process op implementation Readiness Checklist	Deliverable 3.9.3 implementation Readiness/ Assessment Process defined. Deliverable 3.9.4 implementation Readiness Checklist		7,200.00	1,440.00	5,760.00
3.10.1 Develop Training Plan	Deliverable 3.10.1 Training Plan (Executive Summary, Training Plan)		24,000.00	4,800.00	19,200.00
3. 102 Develop Systems Administration and De Operations Manual Administration and Add	Deliverable 3.10.2 Systems Administration and Operations Manual (Overview, System Administration, Batch Operations, Troubleshooting)		12,000,00	2.400.00	00.003.8
3.10.3 Develop End-User Documentation De Us	Deliverable 3.10.3 End-User Documentation (End- User Reference Manual, Quick Reference Guides, Updated Online Help)		25,000.00	5,000.00	20,000.00
3.10.4 Establish Training Environment	Deliverable 3.10.4 Training Environment		22,000.00	4,400.00	17,600.00
3.10.5 conduct Technical Training De training conduct Technical Co	Deliverable 3.10.5 Technical Training (Provide all training materials/exercises, set-up training data, conduct technical training)		43,200.00	8,640.00	34,560.00
3.10.6 Conduct End-User Training trainignet traing trainignet traing trainignet traing traini	Deliverable 3.10.6 End User Training (Provide all training materials/exercises, set-up training data and conduct end-user training. Develop and provide an electronic end-user "competency test" for each training module or combination of modules)		00.001,26	00,020,61	76,080.00

3.11.2 Develop production Cutover Plan Deliverable 3.11.2 Production Cutover Plan (Detail steps, sequence, dependencies and responsibilities for all production cutover activities, including data 3.11.3 Support Production Cutover steps, sequence, dependencies and responsibilities for all production cutover activities, including data 3.11.3 Support Production Cutover Deliverable 3.11.3 Technical Support for Production Project Milestone 1: PRELMS Application Deliverable 3.11.3 Technical Support for Production Production Cutover (System Go-live) (1) Deliverable 3.11.3 Technical Support for Production Production Cutover (System Go-live) (1) Deliverable 3.11.3 Technical Support for Production Production Cutover (System Go-live) (1) Deliverable 3.11.3 Technical Support for Production Production Cutover (System Go-live) (1) Deliverable 3.11.3 Technical Support for Production Production Cutover (System Go-live) (1) Licensing Cost Cutorer Milestone MILESTONE 1 - PRODUCTION CUTOVER Subing the integrated instrument Interfaces from Sub-Torial Project Milestone 2: PRELMS Web-enabled Sub-Torial Project Milestone 2: PRELMS Web-enabled Sub-Torial Soliting the integrated instrument Interfaces from Sub-Torial Soliting the integrated Instrument Interfaces from MILESTONE 2 - PRODUCTION CUTOVER Soliting the integrated Instrument Interfaces from Su24,000.00 MEERENDED	,,600.00 1,320.00 81,000.00 16,200.00 16,200.00	5,280.00
Deliverable 3.11.3 Technical Support for Production Cutover (Cutover rehearsal, production cutover) 343,000.00 Licensing Cost 342,000.00 MILESTONE 1 - PRODUCTION CUTOVER 342,000.00 MILESTONE 2 - PRODUCTION CUTOVER 824,000.00 n MILESTONE 2 - PRODUCTION CUTOVER 824,000.00	16,200.00	
Icensing Cost 342,000.00 MiLesTONE 1 - PRODUCTION CUTOVER 342,000.00 MilesTONE 2 - PRODUCTION CUTOVER 824,000.00 In MilesTONE 2 - PRODUCTION CUTOVER		64,800.00
Idensing Cast 343,000.00 MILESTONE 1 - PRODUCTION CUTOVER 343,000.00 SUB-TOTAL 824,000.00 n MILESTONE 2 - PRODUCTION CUTOVER n Deliverable 3.12.1 Post-Implementation Support		
MILESTONE 1 - PRODUCTION CUTOVER 824,000.00 SUB-TOTAL 824,000.00 Image: Sub-TotAL <td>m</td> <td>342,000.00 50% of Litensing Costs (FINAL)</td>	m	342,000.00 50% of Litensing Costs (FINAL)
m MILESTONE 2 - PRODUCTION CUTOVER SYSTEM FINAL ACCEPTANCE HOLDBACK PAYMENT Deliverable 3.12.1 Post-Implementation Support	779,300.00 138,860.00 1,4	1,464,440.00
n MILESTONE 2 - PRODUCTION CUTOVER SYSTEM FINAL ACCEPTANCE HOLDBACK PAYMENT Deliverable 3.12.1 Post-implementation Support		
SYSTEM FINAL ACCEFTANCE HOLDBACK PAYMENT Deliverable 3.12.1 Post-Implementation Support	150,000,00	120.000.00
	00.0	Release of hold-back upon
	54,000.00	54,000.00
TOTAL ALL-IN TO FINAL ACCEPTANCE 824,000.00	929,300.00 168,860.00 1,80	1,807,300.00
MAINTENANCE FEES (3)		
Year 1 140,000.00 Year 2 143,000.00 Year 3 146,000.00		
Year 4 150,000.00		
Total Maintenance Costs fo		733,000.00

County of Los Angeles Sheriff's Department Porter Lee Corporation

DROFFSCIONAL SERVICES (A)				
Hourly Labor Rate	175.00			
Daily Labor Rate	1,400.00			
POOL DOLLARS (5)				
Based upon fifteen percent of the original Agreement Sum.			446,445.00	
Based upon Amendment #2 to: (1) Increase Pool Dollars and (2) Reallocate amount originally				
budgetted for Deliverable 3.6.3 towards Pool Dollars			356,150.00	
	TOTAL POOL DOLLARS		802,595.00	
	MAXIMUM AGREEMENT SUM (6)		3,342,895.00	

(1) Not all functions and program modules in Porter Lee's application may be web-based by the time of System Go-live (Milestone 1). The affected program modules, including instrument interfaces, will utilize client server topology until Porter Lee has migrated these functions to .NET technology.

Migration to web-based technology will be an ongoing implementation process with efforts by Porter Lee and LASD until such time PRELIMS is a total web-based solution (Milestone 2). Completion of Milestone 2 may not be concurrent with Milestone 1.
 Year 1 begins after the six-month Warranty Support period.

(4) Hourly Labor Rates and Daily Labor Rates to be used as defined in the Agreement. These rates are subject to the Cost of Living Adjustment (COLA), in accordance with the County's COLA policy.

(5) Pool Dollars to be used as defined in the Agreement.

(6) There is no guarantee that the Maximum Agreement Sum will be paid during the term of this Agreement.

EXHIBIT C.1 OPTIONAL WORK SCHEDULE

Exhibit C.1 shall be used by County to maintain a listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Optional Work Schedule shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

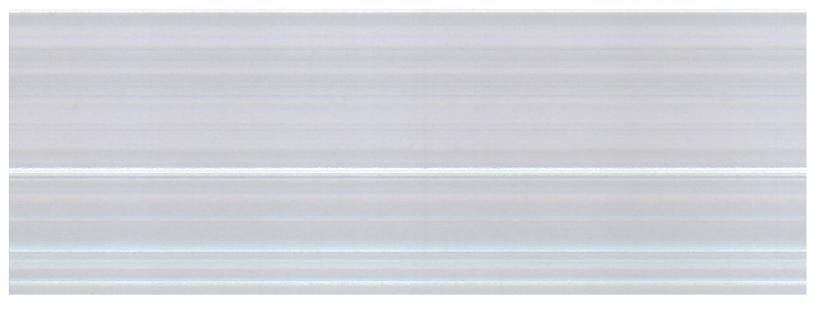
ITEM NO.	DESCRIPTION/ TYPE (APPLICATION MODIFICATIONS, PROFESSIONAL SERVICES, ADDITIONAL PRODUCTS, ETC.)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
1	Change Notice #2	6/15/2009		10/16/2009	\$ 42,500
2	Change Notice #3	6/15/2009		10/16/2009	39,375
3	Change Notice #4	6/15/2009		10/16/2009	\$ 21,700
4	Change Notice #5	6/15/2009		10/16/2009	\$ 16,275
5	Change Notice #6	6/15/2009		10/16/2009	\$ 20,125
6	Change Notice #7	6/15/2009		10/16/2009	\$ 4,025
7	Change Notice #9	10/28/2010		12/2/2010	\$ 86,800
8	Change Notice #10	11/3/2010		12/18/2010	\$ 55,125
9	Change Notice #11	11/3/2010		12/18/2010	\$ 21,000
10	Change Notice #12	10/28/2010		12/18/2010	\$ 37,776
11	Change Notice #17	2/11/2014		4/2/2014	\$ 40,250
			5	SUBTOTAL	\$ 384,951

2. POOL DOLLARS

ITEM NO.	EVENT (EFFECTIVE DATE, CHANGE NOTICE, AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT	
1	Effective Date	4/15/2008		\$ 446,4	445
2	Change Notice #2 - Extend project timeline	10/16/2009	\$ (42,500)	\$ 403,9	945
3	Change Notice #3 - Redesign service requests feature and enhancement requests from Crime Scene Investigation	10/16/2009	\$ (39,375)	\$ 364,5	570
4	Change Notice #4 - Redesign approval process for dispositions, evidence transfers and analytical report notification	10/16/2009	\$ (21,700)	\$ 342,8	870
5	Change Notice #5 - Redesign batch work-list creation, review and approval process for Blood Alcohol Content (BAC) and Toxicology	10/16/2009	\$ (16.275)	\$ 326,5	595
6	Change Notice #6 - Enhancements relating to case cross- referencing, linking, 2nd investigator entry and edit and	10/16/2009	\$ (20,125)	\$ 306,4	470
7	Change Notice #7 - Functional enhancements related to the booking and transfer of property and evidence	10/16/2009	\$ (4,025)	\$ 302,4	445
8	Change Notice #9 - Provide additional functional enhancements related to the processsing of DNA samples in the PRELIMS DNA module	12/2/2010	\$ (86.800)	\$ 215,6	645
9	Change Notice #10 - Provide functional enhancements to the core PRELIMS product	12/18/2010	\$ (55,125)	\$ 160,5	520

10	Change Notice #11 - Provide additional functional enhancements related to the TECAN instument utilized in the laboratory's Toxicology Section	12/18/2010	\$ (21.000)	\$ 139,520
11	Change Notice #12 - Extension of the Contractor's Project Management Services	12/18/2010	\$ (37,776)	\$ 101,744
12	Change Notice #17 - Provide WEB Module maintenance and support	4/2/2014	\$ (40,250)	\$ 61,494
13	Amendment No. 2 - Increase Pool Dollars	10/7/2022	\$ 356,150	\$ 417,644

PORTER LEE AGREEMENT No. 76530



COVID-19 Vaccination Certification of Compliance Urgency Ordinance, County Code Title 2 –

Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) Added Under Amendment No. 2

I, _____, on behalf of <u>Porter Lee Corporation</u> ("Contractor"), certify that on County Contract <u>PRELIMS</u>

- _____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors:

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

FORM ON FILE

County of Los Angeles Sheriff's Department Exhibit E - COVID-19 Vaccination Certification of Compliance Added Under Amendment #2 Property, Evidence and Lab Information Management System

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter □ Board Memo Other **OPS CLUSTER AGENDA** 12/07/2022 REVIEW DATE **BOARD MEETING DATE** 12/20/2022 SUPERVISORIAL DISTRICT 4th 1st 2nd 3rd 5th AFFECTED DEPARTMENT(S) Sheriff's Department SUBJECT Approve and execute sole source Amendment Number Eight to extend the term of Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) for parking citation processing services (Services) PROGRAM Parking Citation Processing Services AUTHORIZES DELEGATED No However, we are requesting delegated authority for the Sheriff to Yes AUTHORITY TO DEPT execute an amendment to exercise the additional six-month option period in any increment and to terminate the Contract within 30 calendar days advance written notice to Contractor. SOLE SOURCE CONTRACT X Yes □ No If Yes, please explain why: This is a sole source amendment pursuant to Board policy 5.100. **DEADLINES**/ The current contract expires January 18, 2023. TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: The estimated cost for Revenue, the estimated cost is offset by monies generated the Services during from parking citation fines and penalties. [The Contract generates approximately \$15 million per year that are the extension period, including the sixdistributed as follows: \$3 million. State of California month option period is (Assembly Bill 408 and California Vehicle Code); \$25,000, \$701,200. ISD; \$700,000, Beaches and Harbors; and \$11.275 million to pay DMV administrative fees and recover operating costs of the Parking Enforcement Detail Unit.] TERMS (if applicable): One year, plus a six-month option period exercisable in any increment. Explanation: The contracted Services are delivered to the County at zero Net County Cost. PURPOSE OF REQUEST Extend the Contract with Conduent for one year, with an option to extend for a period of six-months in any increment. The Amendment will also facilitate the upgrade of the existing hardware and software used to generate citations. BACKGROUND On July 14, 2015, the Board approved and delegated authority to the Sheriff to execute (include internal/external the Contract with Conduent. Conduent will continue to be responsible for processing issues that may exist citations, maintaining citation records, sending notices to violators, and sharing data the Department of Motor Vehicles to obtain vehicle ownership information. No issues including any related motions) or concerns. EQUITY INDEX OR LENS ☐ Yes 🛛 No If Yes, please explain how: WAS UTILIZED SUPPORTS ONE OF THE Yes 🖂 No NINE BOARD PRIORITIES If Yes, please state which one(s) and explain how: Name, Title, Phone # & Email: DEPARTMENTAL CONTACTS Irma Santana, (213) 229-3264, isantan@lasd.org • Lieutenant Nikki Hanamaikai, (213) 972-3902, nkhanama@lasd.org •

December 20, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND CONTRACT NUMBER 55301 WITH CONDUENT STATE & LOCAL SOLUTIONS, INC. FOR CONTINUED PARKING CITATION PROCESSING SERVICES (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board Approval and execution of Sole Source Amendment Number Eight (Amendment) to Contract Number 55301 (Contract) with Conduent State & Local Solutions, Inc. (Conduent) to extend the term of the Contract for one year, with an option to extend for a period of six-months in any increment. The Amendment will also facilitate the upgrade of the existing hardware and software used to generate citations. The requested extension term will enable the Department to continue parking citation collection and processing services (Services) while the Department continues the solicitation for a replacement contract. The contracted Services are delivered to the County at zero Net County Cost.

IT IS RECOMMENDED THAT THE BOARD:

- Approve and instruct the Chair of the Board to sign the attached Amendment to the Contract with Conduent to: (1) extend the term of the Contract for one additional year, from January 19, 2023, through January 18, 2024, plus an option to extend for a period of six months, in any increment, and (2) upgrade the handheld electronic ticket-writer computing devices and printers (Field Equipment) and software used to generate citations.
- 2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Contract to exercise the additional six-month option period in any increment, provided it is in the best interest of the County.
- 3. Delegate authority to the Sheriff, or his designee, to terminate the Contract for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Contract will expire on January 18, 2023. Approval of the recommended actions will ensure uninterrupted parking citation and processing services in the unincorporated areas of the County.

Background

On July 14, 2015, the Board approved and authorized the Sheriff to execute Contract Number 55301 with Xerox to provide Services for a term of three years, with two additional one-year extension options, and one six-month extension option. The Contract was amended on July 16, 2018, to affect the Contractor's name change to Conduent. The Contract was amended on three additional occasions to exercise the option terms and add new County-mandated provisions.

On October 14, 2020, the Sheriff executed an amendment to the Contract to effectuate a 5% voluntary price reduction for Services during the County's 2021 fiscal year in response to the June 9, 2020, Board adopted motion to pursue voluntary price reductions. The Board delegated authority to departments to execute contract amendments for cost reductions with County contractors for products and services rendered during the County's 2021 fiscal year.

On December 15, 2020, the Board delegated authority to the Sheriff to execute a Sole Source amendment to the Contract that extended the term of the Contract through January 18, 2022, plus an additional twelve-month period, through January 18, 2023.

On December 21, 2020, the County and Conduent entered into Amendment Number Seven to exercise the twelve-month option period through January 18, 2023, and update County-mandated provisions.

On August 18, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a Sole-Source Amendment to extend the Contract for a period of one year from January 19, 2023, through January 18, 2024, plus a six-month option period, to ensure continuity of Services and allow the Department to complete the solicitation process for a successor contract.

On October 24, 2022, the Department and Conduent reached a negotiated Amendment pending approval by the Board, which:

- Increases the per-citation processing cost by 9.5% from \$1.60 to \$1.75 per-citation for the proposed one year extension and 3% to \$1.80 per-citation for the proposed 6-month option.
- Increases the monthly desktop computing device usage cost by 8.5% from \$64.10 to \$69.55 per Desktop Computing Device for the extension period, including the 6month option.
- Increases the monthly handheld electronic ticket-writer usage cost by 8.5% from \$72.19 to \$78.33 per device for the extension period, including the 6-month option.

These increases represent cost of living adjustments applicable to increased labor, equipment, and maintenance costs.

Recognizing the end-of-life conditions of the existing hardware and software used to generate citations, the Department agreed to upgrade the Field Equipment and software. The proposed Amendment includes a one-time software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, and a monthly wireless communications per-device cost of \$17.25. Upgrading the Field Equipment and software will improve efficiency, Parking Control Officer safety, and allow the Department to test newer technologies and proven solutions.

Conduent will continue to be responsible for processing citations, maintaining citation records, sending notices to violators, and sharing data with the Department of Motor

Vehicles to obtain vehicle ownership information. Conduent is also responsible for collecting all cash and check payments, and depositing those payments with the County.

The Services provided by Conduent include enhanced citation payment options that enable violators to make payments with credit cards through a website, and by using an interactive voice-response telephone system. Conduent facilitates the electronic transaction by providing a portal to the County's electronic payment service provider, Fidelity Information Services (FIS). Conduent will not collect electronic payments or electronic payment data.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department to operate effectively and efficiently by providing the continued collection and processing of parking citations in the unincorporated areas of the County and thereby ensuring continued revenue to the Department.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Contract. The estimated cost for the Services during the extension period, including the six-month option period is \$701,200. This cost is offset by monies generated from parking citation fines and penalties that Conduent will process for the Department, Internal Services Department (ISD), and Department of Beaches and Harbors (Beaches and Harbors). Parking citations issued within Los Angeles County unincorporated areas generate approximately \$15 million per year in gross revenue. A mandated distribution of approximately \$3 million is made to the State of California in accordance with Assembly Bill 408 and the California Vehicle Code (CVC) (i.e., Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharge, and other surcharges). The net revenue of approximately \$12 million is distributed as follows: \$25,000 to ISD; \$700,000 to Beaches and Harbors; and \$11.275 million to the Department to pay approximately \$200,000 in separate administrative fees charged by the California Department of Motor Vehicles (DMV) and to recover the operating costs for the Department's Parking Enforcement Detail Unit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Conduent is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The County's E-Commerce Readiness Group (ERG) has approved the interface with FIS for all electronic payment processing, per the FIS Agreement.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services. The Department anticipates releasing a Request for Proposals for a successor contract in the summer of 2023.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF PETER LOO ACTING CHIEF INFORMATION OFFICER

AV:AM:am (Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Bryan Bell, Budget Analyst, CEO Peter Loo, Acting Chief Information Officer, Chief Information Office Dawyn R. Harrison, Interim County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisorv Unit Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff, Office of the Sheriff Conrad Meredith, Division Director, Administrative Services Division (ASD) Joseph J. Williams, Division Chief, Court Services Division (CSD) Glen C. Joe. Assistant Division Director. ASD Richard F. Martinez, Assistant Division Director, ASD William E. Jaeger, Commander, CSD Darren D. Harris, A/Commander, CSD Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB), ASD David E. Culver, Director, Financial Programs Bureau Yvonne I. O'Brien, Captain, Civil Management Bureau (CMB) Angelo Faiella, Assistant Director, FAB, Contracts Unit Nikki K. Hanamaikai, Lieutenant, CMB Irma Santana, Manager, FAB, Contracts Unit Adam R. Wright, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Abby Valdez, Senior Contract Analyst, FAB, Contracts Unit Sheila Evans, County Project Manager, Parking Enforcement Detail Aloett Martin, Contract Analyst, FAB, Contracts Unit (Contracts - Conduent Parking Citation Processing Services 12-20-22)

This Amendment Number Eight (Amendment) to Contract Number 55301 (Contract) is entered into by and between County of Los Angeles (County) and Conduent State & Local Solutions, Inc. (Contractor), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on July 19, 2015, County and Xerox State & Local Solutions, Inc. entered into the Contract for Parking Citation Processing Services; and
- B. WHEREAS, on January 29, 2016, Xerox Corporation, the parent company of Xerox State & Local Solutions, Inc., announced its plan to separate into two companies, Xerox Corporation and Conduent Inc.; and
- C. WHEREAS, following the separation, and effective January 1, 2017, Xerox Corporation commenced operating under the name Conduent, Inc.; and
- D. WHEREAS, on October 2, 2017, County and Contractor entered into Amendment Number One to (1) document the Xerox Corporation separation into two companies, whereby Xerox State & Local Solutions, Inc. became a wholly owned subsidiary of Conduent, Inc.; (2) document the Contractor's corporate name change from Xerox State & Local Solutions, Inc. to Conduent State & Local Solution, Inc.; and (3) update and add the County-mandated provisions and exhibits; and
- E. WHEREAS, on July 16, 2018, County and Contractor entered into Amendment Number Two to (1) exercise the first one-year option period and extend the Term of the Contract from July 19, 2018, through and including July 18, 2019; and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring GAIN-GROW Participants; and
- F. WHEREAS, on June 18, 2019, County and Contractor entered into Amendment Number Three to (1) exercise the second one-year option period and extend the Term of the Contract from July 19, 2019, through and including July 18, 2020; and (2) add the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- G. WHEREAS, on June 18, 2020, County and Contractor entered into Amendment Number Four to exercise the six-month option period and extend the Term of the Contract from July 19, 2020, through and including January 18, 2021; and

- H. WHEREAS, on June 9, 2020, the Board of Supervisors adopted a motion to pursue voluntary price reductions from County contractors for products and services rendered during the County's 2021 fiscal year, beginning July 1, 2020, through June 30, 2021, or for the designated period as negotiated by the parties. Additionally, the motion delegates authority to departments to execute contract amendments for cost reductions negotiated under this initiative; and
- I. WHEREAS, on October 14, 2020, County and Contractor entered into Amendment Number Five to (1) effectuate a 5% price reduction in the invoiced amount for Services rendered beginning July 1, 2020, through June 30, 2021, and (2) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- J. WHEREAS, on January 14, 2021, County and Contractor entered into Amendment Number Six to extend the Term of the Contract for one year from January 19, 2021, through and including January 18, 2022, with an option to extend for up to an additional period of twelve months, in any increment; and
- K. WHEREAS, on December 21, 2021 County and Contractor entered into Amendment Number Seven to (1) exercise the twelve-month option period and extend the Term of the Contract from January 19, 2022, through and including January 18, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions and Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List; and
- L. WHEREAS, the Contract currently expires on January 18, 2023; and
- M. WHEREAS, County and Contractor agree to (1) extend the Term of the Contract for one year from January 19, 2023, through and including January 18, 2024, with an option to extend for up to an additional six-month period in any increment, (2) effectuate the upgrade of the electronic ticket-writer devices and printers, (3) upgrade the software application to Conduent's CitySight® Enforcement application and add the associated monthly wireless communication cost, (4) update the County-mandated provision regarding Safely Surrendered Baby Law, Compliance with Fair Chance Employment Hiring Practices, and Compliance with the County Policy of Equity, (5) add the County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel, and (6) update Exhibit B (Pricing Sheet) to add the rates and cost of the extension period.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to amend the Contract as follows:

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for a one year period from January 19, 2023, through and including January 18, 2024:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on July 19, 2015, and will continue until and through January 18, 2024, unless sooner extended or terminated as provided herein.
- 4.2 The County may, at its sole option, extend the term of this Contract for up to a period of six months in any increment for a maximum total Contract term not to exceed nine years. Such extension option may be exercised at the sole discretion of the Sheriff, as authorized by the County's Board of Supervisors in accordance with Subparagraph 8.1 (Change Orders and Amendments) of this Contract.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.4 Contractor will notify the Department when this Contract is within six (6) months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor will send written notification to County Project Director at the address herein provided in Exhibit E (County's Administration).
- 2. Subparagraph 5.5 (Invoices and Payments), Subparagraph 5.5.3 only, of the Contract is deleted in its entirety and replaced as follows to identify the invoice content to which the monthly wireless communication cost is applicable and add the one-time software upgrade implementation cost for hosting, programming, integrating, and training:
 - 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Each invoice submitted by Contractor must minimally include:
 - The total number of billable citations processed for the one (1) month period;

- The per-citation processing cost;
- The total charge for citation processing;
- The Special Collection Fee paid by the citation holder or violator due to Contractor;
- The monthly equipment usage and maintenance charges for:
 - Desktop computing hardware devices
 - Handheld electronic ticket-writer computing devices
 - ALPR systems
 - Wireless communication cost per device
- The invoice total.
- 5.5.3.1 County will pay Contractor a one-time software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, which is payable once all handheld electronic ticket-writer computing devices are deployed and fully functional.
- 3. Subparagraph 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law:

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit I (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

4. Subparagraph 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Notice to Employees Regarding the Safely Surrendered Baby Law:

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, (Safely Surrendered Baby Law) of this Contract. Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

5. Subparagraph 8.60 (Compliance with Fair Chance Employment Hiring Practices) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Compliance with Fair Chance Employment Hiring Practices:

8.60 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code</u> <u>Section 12952</u>. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

6. Subparagraph 8.61 (Compliance with County Policy of Equity) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Compliance with County Policy Equity:

8.61 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, Equity as set forth in the County Policy of (CPOE) (<u>https://ceop.lacounty.gov/</u>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

7. Subparagraph 8.63 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

8.63 COVID-19 Vaccinations of County Contractor Personnel

- 8.63.1 At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County workforce members"), (2) working on County owned or controlled property while performing services under this Contract and/or (3) coming into contact with the public while performing services").
- 8.63.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.63.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms

the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this Subparagraph. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to County for audit purposes, when required by County.

- 8.63.4 Contractor must evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County.
- 8.63.5 In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit M (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
- 8. Exhibit B (Pricing Sheet) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Sheet), attached hereto, to add the rates, upgrades, and cost of the extension period.
- 9. Exhibit M (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Contract to document Contractor's certification of compliance with the COVID-19 Vaccination of County Contractor Personnel.
- 10. Except as expressly provided in this Amendment, all terms, covenants, and conditions of the Contract will remain the same and in full force and effect.
- 11. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Eight to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _

Chair, Board of Supervisors

ATTEST: CELIA ZAVALA, Executive Officer of the Board of Supervisors

Ву: _____

Deputy

CONDUENT STATE & LOCAL SOLUTIONS, INC.

Ву: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM: DAWYN R. HARRISON Interim County Counsel

By: <u>Approval on File</u> Michele Jackson Principal Deputy County Counsel

Exhibit B

PRICING SHEET

[Revised and Restated under Amendment Number 8]

All costs described in this Pricing Sheet are not-to-exceed, all-inclusive rates.

I. <u>PER-CITATION PROCESSING COST</u>

The following all-inclusive, per-citation processing cost shall be inclusive of any and all Taxes and other fees and shall further take into consideration the difference between handwritten citation processes vs. electronic citation uploads and the requirements set forth in Exhibit A (Statement of Work).

YEAR 1 07/19/2015 – 07/18/2016	YEAR 2 07/19/2016 – 07/18/2017	YEAR 3 07/19/2017 – 07/18/2018	OPTION YEAR 1 07/19/2018 – 07/18/2019	OPTION YEAR 2 07/19/2019 – 07/18/2020
\$1.38	\$1.42	\$1.46	\$1.51	\$1.55
6-Month Option 07/19/2020 – 01/18/2021	Amendment 6 01/19/2021 – 01/18/2022	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023	AMENDMENT 8 01/19/2023 – 01/18/2024	Amendment 8 Option Extension 01/19/2024 – 07/18/2024
\$1.60	\$1.60	\$1.60	\$1.75	\$1.80

The County makes no guarantee as to the actual number of citations which may be processed in any given Contract year.

II. MONTHLY USAGE COST

IIa. Desktop Computing Hardware Devices (Inclusive of CPUs, Monitors, Laser Printers, Scanners, and/or peripheral computing devices)

The fixed monthly per device cost for usage and maintenance of a desktop computing hardware device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$64.10	\$64.10
6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	Amendment 6 01/19/2021 – 01/18/2022 Per Device Cost	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	Amendment 8 01/19/2023 – 01/18/2024 Per Device Cost	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$69.55	\$69.55

Upon the commencement of the Contract, Contractor shall provide ten (10) desktop computing hardware devices for use by the Department. It is anticipated that the County's need for desktop computing hardware devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices by no more than twenty percent (20%) during the term of the Contract.

IIb. Handheld Electronic Ticket-Writer Computing Devices

The fixed monthly per device cost for usage and maintenance of a handheld electronic ticket-writer computing device is as follows:

YEAR 1 07/19/2015 – 07/18/2016 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$72.19	\$72.19
6-MONTH OPTION 07/19/2020 – 01/18/2021 PER DEVICE COST	Amendment 6 01/19/2021 – 01/18/2022 Per Device Cost	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	Amendment 8 01/19/2023 – 01/18/2024 Per Device Cost	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$78.33	\$78.33

Upon the commencement of the Contract, Contractor shall provide seventy (70) handheld electronic ticket-writer computing devices for use by the Department. It is anticipated that the County's need for handheld electronic ticket-writer computing devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld electronic ticket-writer computing devices by no more than twenty percent (20%) during the term of the Contract.

IIc. Automated License Plate Recognition (ALPR) Systems

The fixed monthly per device cost for usage and maintenance of an ALPR system is as follows:

YEAR 1 07/19/2015 – 07/18/2010 PER DEVICE COST	YEAR 2 07/19/2016 – 07/18/2017 PER DEVICE COST	YEAR 3 07/19/2017 – 07/18/2018 PER DEVICE COST	OPTION YEAR 1 07/19/2018 – 07/18/2019 PER DEVICE COST	OPTION YEAR 2 07/19/2019 – 07/18/2020 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90	\$827.90
6-MONTH OPTION 07/19/2020 – 01/18/202 ⁻ PER DEVICE COST	AMENDMENT 6 01/19/2021 – 01/18/2022 PER DEVICE COST	AMENDMENT 6 OPTION YEAR EXTENSION 01/19/2022 – 01/18/2023 PER DEVICE COST	AMENDMENT 8 01/19/2023 – 01/18/2024 PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90	\$827.90

Upon the commencement of the Contract, Contractor shall provide five (5) ALPR systems for use by the Department. It is anticipated that the County's need for ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld ALPR systems by no more than twenty percent (20%) during the term of the Contract.

II.d Wireless Communication

As upgraded handheld electronic ticket-writer computing devices with real-time capabilities go live, the fixed monthly wireless communication per device cost is as follows:

AMENDMENT 8 01/19/2023 – 01/18/2024 MONTHLY WIRELESS COMMUNICATION PER DEVICE COST	AMENDMENT 8 OPTION EXTENSION 01/19/2024 – 07/18/2024 MONHTLY WIRELESS COMMUNICATION PER DEVICE COST	
\$17.25	\$17.25	

III. IMPLEMENTATION COSTS

PRICE COMPONENT	ONE-TIME COST
IVR Telephone Subsystem	\$0.00
Pay-by-Web Interface	\$0.00
ALPR law-enforcement configuration	\$0.00 *
One Time Implementation cost for CitySight® (software upgrade implementation cost of up to \$25,000 for hosting, programming, integrating, and training, which is payable once all handheld electronic ticket-writer computing devices are deployed and fully functional)	up to \$25,000
TOTAL AMOUNT	up to \$25,00.00

* Based upon the assumption that the ALPR server will be housed inside the Sheriff's Data Network.

IV. SPECIAL COLLECTIONS FEE

The Special Collections Fee for delinquent citations will be thirty percent (30%). The Special Collections Fee shall be passed to the citation holder or violator.

V. <u>NOTES</u>

- Life Cycle: Current citation "lifecycle" must remain stable during the term of the Contract. A change to the lifecycle will trigger renegotiation of the Contract fees.
- Franchise Tax Board (FTB): The County will reimburse contractor for FTB filing fees, including social security number acquisition fees.

County of Los Angeles Sheriff's Department

- Warranty: If there is any remaining warranty at Contract end, Contractor will assign the remaining warranty over to the County.
- Wireless Data Plans: Contractor to provide wireless data plans for the ALPR systems.
- Taxes: Pricing includes all applicable State & Local taxes and cost of transportation.
- Consumable products: The County will be responsible for all consumable citation products to include thermal ticket stock and citation envelopes.

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

l,	, on behalf of	:	
[Project director or authorized principal]		[Company / Contractor Name]	
("Contractor"), certify	that on County Contract Number	55301	for
	PARKING CITATION PF	OCESSING SERVICES	
	[Description of servi	ces provided]	
All Contracto the Ordinano	er Personnel* on this Contract are	e fully vaccinated as re	equired by
Ordinance.	ctor Personnel* on this Contract The Contractor or its employer of the below identified Contractor d a valid medical or religious exer	record has granted a Personnel. The Contr	valid medical or religious actor Personnel who have
*Contractor	Personnel includes subcontracto	rs.	
I have authority to bind that I will comply with	d the Contractor, and have review said requirements.	ved the requirements	above and further certify
Signature		-	Date
Title		-	
Company/Contractor Na	ne		