

AMENDMENT TO AGREEMENT (No. 2)

Effective July 1, 2025, the parties hereto agree to amend the certain Agreement dated October 29, 2024, by and between the COUNTY OF SANTA CRUZ (“COUNTY”) and VOLUNTEER CENTER OF SANTA CRUZ COUNTY (“CONTRACTOR”) and amended on or about January 22, 2025 (via Amendment to Agreement No. 1) as follows:

1. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$161,504 for FY 25/26, as specified in Attachment A1. Invoices will be paid monthly in arrears.


2. Term
The term of this Agreement shall be extended to June 30, 2026

Further, the parties hereby agree to rescind and remove Attachment A, titled “Scope of Work”, from the Agreement. The parties agree that Attachment A is hereby replaced with those terms and conditions set forth in Attachment A1, titled “Scope of Work”. Attachment A1 is incorporated herein by reference.

All other provisions of said Agreement shall remain the same.

CONTRACTOR:

SANTA CRUZ CO SHERIFF’S OFFICE:

DocuSigned by:

 By: Shawn Peterson 4/23/2026
3DA7CB6A4A454E8...
 Shawn Peterson, MSML
 Director of Impact & Programs
 Volunteer Center of SC County
 1740 17th Avenue
 Santa Cruz, CA 95062
 (831) 251-5699
 director@ccsantacruz.org

By: _____
 Chris Clark, Sheriff-Coroner

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Signed by:

 By: Gina Borasi 4/23/2026
E4EADC5BA53B4DB...
 Risk Management

Signed by:

 By: Ryan Thompson 4/22/2026
641BDBAE7B68407...
 Office of the County Counsel

Attachment A1
Scope of Services
Volunteer Center of Santa Cruz County
Sheriff's Office – RSAT Grant
FY 2025-2026

1. PROGRAM PURPOSE AND DESCRIPTION

The goals of the Residential Substance Abuse Treatment (RSAT) Program are to enhance the capability of states, and units of local and tribal government to provide substance use disorder treatment for incarcerated people; prepare offenders for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assist offenders and their communities through the reentry process by delivering community based treatment or other broad based aftercare services.

As recipients of the RSAT grant, the Santa Cruz County Sheriff's Office (SHERIFF) will implement a gender-responsive integrated treatment and reentry program, the Women's Recovery and Reentry Program (WRRP), to address the complex trauma histories and diverse needs of incarcerated women. The WRRP program will be operated in the Santa Cruz County (SCC) Blaine Street Women's Program Facility (Blaine). Primary components of the in-custody and aftercare portions of the program are 1) Use of validated assessment instruments, the AC-OK, the American Society of Addiction Medicine (ASAM), and the Client Evaluation of Self & Treatment (CEST), to assess level of substance use treatment need, co-occurring disorders and readiness to change; 2) Evidence-based, trauma-informed and gender-responsive curricula Dialectical Behavioral Therapy (DBT), Seeking Safety, A Woman's Addiction Workbook, Healing Trauma and Heartmath Heartrate Variability Training; 3) Structured group and individual cases management. All services to be conducted utilizing a trauma-informed, gender-responsive approach and motivational interview (MI) techniques with the aim to improve safety, functioning and quality of life of justice involved women through reduced rates of substance use and recidivism.

Treatment and intervention activities of the 100 WRRP participants enrolled in the program (33 annually) will be monitored by the WRRP Case Manager for the duration of the in-custody portion of the program. The Case Manager will administer initial assessments, support program engagement, evaluate progress, and prepare for successful reintegration into the community. A target of 50 women (16 annually) will complete the in-custody portion of the program.

To maintain continuity of care and support progress in meeting all treatment and reentry goals upon release from custody, approximately 90 WRRP participants (30 annually) enrolled in the program will be referred to aftercare and receive up to 12 months of structured support services from the WRRP Reentry Specialist. Of those referred to aftercare: at least 30 participants (10 annually) will participate in substance use treatment with Janus of Santa Cruz (Janus) in the Janus Recovery Residence for Women or other Janus programs – placement based on assessed need. At least 45 participants enrolled in aftercare (15 annually) will successfully complete this portion of WRRP.

The WRRP Case Manager and Reentry Specialist positions will be staffed by Friends Outside, a program of The Volunteer Center of Santa Cruz County, hereinafter called CONTRACTOR. The CONTRACTOR has been providing high-quality services to all risk levels of incarcerated persons in the criminal justice system since the early 1980's, when they began in-custody services through their Friends Outside Program. Friends Outside services are designed to be responsive to a wide variety of needs for successful community re-entry that prepare people while they are in custody and follow people through aftercare. Services include targeted Criminal Thinking and Behavioral Interventions (CTBI) using manualized curricula; re-entry planning; community support navigation all based on principles of Restorative Justice. Friends Outside works with over 800 people per year and all services are responsive to the cultural and gender identity of the people served.

2. SCOPE and BARGAINED FOR EXCHANGE OF CONSIDERATION.

A. In exchange for CONTRACTOR providing those services set forth in section I (B) II(B) and III(B), SHERIFF agrees to provide the following services:

1. Staff support coordinating the provision of CONTRACTOR services at Santa Cruz County Corrections Bureau facilities.
2. Enrollment of incarcerated persons in CONTRACTOR services.
3. Adequate security services for CONTRACTOR program staff/volunteers at Santa Cruz County Corrections Bureau facilities.

B. In exchange for SHERIFF providing those services set forth in section I (A), II(A) and III(A), CONTRACTOR agrees to exercise special skills to provide the following services:

1. Administration of risk/need assessments: the AC-OK, ASAM, CEST, RGM and WCMQ to assess level of substance use treatment need, co-occurring disorders, and readiness to change.
2. Structured case management: Co-create an individualized Treatment and Reentry Plan (TRP) and Relapse Prevention Plan (RPP). Monitor progress and completion of goals and actions steps outlined in the TRP and RPP. Coordination of WRRP Case Manager, Reentry Specialist, Gemma staff and Community Based Organizations to ensure continuity of care from in-custody to aftercare settings.
3. Facilitation of Process Group for WRRP participants to support program engagement.
4. Facilitation of WRRP curriculum: Getting Motivated to Change, Seeking Safety, A Women's Addiction Workbook, and Healing Trauma.
5. Certificates of Completion: In accordance with SHERIFF Guidelines for Milestone Credits. Seeking Safety, A Women's Addiction Workbook and Healing Trauma are milestone classes. The SHERIFFs Guidelines for Milestone Credit is attached as Attachment D to the Contract, and its terms are incorporated herein by reference.
6. Program Evaluation and Reporting: To include at a minimum, participants' participation in services provided by CONTRACTOR.

3. ACTIVITIES AND RESPONSIBILITIES

A. SHERIFF will collaborate in the provision of the following services:

1. Staff support to coordinate the provision of curriculum to incarcerated persons

- Curriculum to be provided within the Santa Cruz County Corrections Bureau facilities: Main Jail Maximum Security Facility, Rountree Men's Medium Security Facility, Reentry and Rehabilitation Men's Program Facility, and/or Blaine Street Women's Program Facility.
- Curriculum may be provided by the following methods: 1) 1-hour or 1.5-hour in-person group instruction in a classroom; 2) 1-hour or 1.5-hour tele-class group instruction via Zoom or other web-based platform; 3) Weekly independent study homework lessons; 4) Individual instruction in non-contact or contact visiting room.
- The method to provide curriculum, class location and class schedule to be determined by Santa Cruz County Corrections Bureau census, service need, facility population and infrastructure, and public health and safety measures.
- The SHERIFF's In-Custody Programs Coordinator assigned to each facility will schedule services at designated location and coordinate method of service delivery; need will be established in advance by SHERIFF and arranged with CONTRACTOR.
- Classes may be cancelled at any time due to the necessity of Santa Cruz County Corrections Bureau operations. SHERIFF will notify CONTRACTOR of facility closures in advance if known.

2. Enrollment of incarcerated persons in classes and attendance procedures

- Incarcerated individuals may voluntarily participate in classes based on personal interest and their assessed risks and needs.
- There are two types of class enrollment:
 - **Managed Enrollment:** These classes are typically designed to support specific rehabilitative, educational, or vocational objectives and often have limited capacity. Incarcerated persons are enrolled in a designated program and begin the class either at a scheduled time or as part of a cohort with a defined start and end date. Enrollment must be completed in advance, and participants are expected to attend all scheduled sessions. An In-Custody Programs Attendance Form will be provided to the CONTRACTOR's instructor when checking into the facility, listing the names of currently enrolled participants and those on the waitlist. The CONTRACTOR's instructor is responsible for tracking attendance throughout the program. If an incarcerated person wishes to withdraw from the class, a formal request must be submitted through the tablet system.
 - **Open Enrollment:** Classes that operate on a flexible "drop-in" basis, without the need for pre-enrollment. These sessions are generally ongoing, allow for varied attendance, and may include general interest topics or recreational

programming. Participants may attend as availability and interest allow, without a formal enrollment process. At the conclusion of each open enrollment class, the CONTRACTOR's instructor shall ask incarcerated persons who attended to sign the Open Enrollment Attendance Form, which must be obtained at reception. Anonymous groups (e.g., peer-led recovery meetings) are exempt from the sign-in requirement.

- The CONTRACTOR's curriculum is a managed enrollment class.
- The SHERIFF retains sole and absolute discretion in determining which incarcerated individuals, if any, may access the services provided by the CONTRACTOR. CONTRACTOR must clearly indicate whether its curriculum is offered under a managed enrollment or open enrollment model, based on the criteria outlined above.

3. Adequate security services for program staff/volunteers

- Security is the first and foremost consideration of every action taken, or decision made within a Santa Cruz County Corrections Bureau facility. The CONTRACTOR's access to Santa Cruz County Corrections Bureau facilities shall be at the sole and absolute discretion of SHERIFF personnel.
- SHERIFF will respond immediately to any disruption during classes offered by CONTRACTOR.
- SHERIFF will be solely responsible for any disciplinary action resulting from inappropriate behavior of incarcerated persons during classes offered by CONTRACTOR.

B. CONTRACTOR will collaborate with the provision of the following services:

1. Administration of Risk/Need Assessments

- Administer AC-OK assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant's AC-OK score to identify the presence of co-occurring Mental Health and SUD.
- Administer CEST assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant's 5 core areas of the CEST; treatment motivation, psychological functioning, social functioning, therapeutic engagement, and social network support to monitor participant performance and psychosocial changes during treatment and evaluate readiness to change. Re-administer CEST within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstance (i.e., relapse, new charges). Adapt TRP goals and programming to match a participant's stage of readiness as indicated by the CEST.
- Administer ASAM assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant's ASAM severity index for each of the six service dimensions to determine WRRP program eligibility. Re-administer ASAM

assessments within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstances (i.e., relapse, new charges). Identify changes in ASAM severity index for each of the six service dimensions and modify ratings, rankings, treatment, and service needs as indicated. Adapt TRP goals and programming to match a participant's identified level of treatment as indicated by ASAM.

- Administer RGM assessment and WCMQ to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant's level of stability in 14 primary domains of global functioning. Identify if participant is "high risk". Re-administer RGM and WCMQ within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstance (i.e., relapse, new charges). Identify changes in level of stability in the 14 domains for the RGM and WCMQ to measure participants level of safety, functioning and quality of life, with the aim of achieving a rating of stable or thriving in the primary 7 domains of RGM related to substance use and recidivism. Adapt TRP goals and programming to match a participant's risk level in the 14 domains as indicated by RGM and WCMQ.

2. Structured Case Management

- Case Management to begin during the in-custody portion of the program with the WRRP Case Manager and continue post release with those enrolled in aftercare with the Reentry Specialist. Provide individual structured case management/reentry support utilizing trauma-informed, motivational interview (MI) techniques to assist WRRP participants enrolled in the in-custody and aftercare portions of the program accomplish the following:
 - Enroll participants into the in-custody and aftercare portions of the program. Enrollment includes review of WRRP Participation Agreement, completion of assessments, development of TRP and RPP and Release of Information (ROI). Ensure continuity of care from in-custody to aftercare.
 - Identify focus of service needs, treatment, intensity, and frequency using the AC-OK and CEST outcomes, ASAM guide to levels of care, RGM and WCMQ.
 - Co-create an individualized TRP within 7 days of program enrollment of in-custody or aftercare portion of WRRP.
 - Monitor and assess progress and completion of goals and actions steps outlined in the TRP. Update as needed.
 - Co-create TRP goals with WRRP participants related to the following domains: Substance use, mental health, physical health, recidivism, probation/parole compliance, parenting, social support network, coping skills, education, employment, money management, housing, basic needs, and transportation. Focus on a minimum of 3 domains, as indicated by assessment tools. Goals must be written using the specific, measurable, achievable, relevant and time bound (SMART) goals framework.
 - Collaborate with local authorities and organizations involved in substance use disorder treatment to coordinate aftercare by assisting in the placement of program

participants into community substance use treatment facilities or non-residential aftercare services upon release.

- Provide referrals and coordination with community-based resources and services, based on participants' ASAM and CEST assessments and RGM domains of need, to successfully achieve reentry plan goals including SUD and Medication Assisted Treatment (MAT).
 - Monitor urinalysis drug testing.
 - Develop and review the RPP for participants who disclose relapse/use or submit a positive urinalysis test. RPP must include: 1) triggers/stressors that lead to relapse, 2) decision points where less harmful choices could have prevented relapse, 3) specific coping skills that will be used in the future when similar urges to use arise.
- Develop and maintain individual records that include documentation of the following:
 - Results of AC-OK, CEST, ASAM, RGM and WCMQ at program enrollment and at 90-day intervals or change of circumstance.
 - Case management sessions and curriculum engagement and completion.
 - Modification and updates to TRP goals written in the SMART goals framework.
 - Connections, coordination, and services provided with local resources including MAT, social services benefits, physical and behavioral health, child protective services, SUD outpatient and residential treatment, housing, and court/probation.
 - Urinalysis drug test results.
 - Participation and progress towards successful completion of the in-custody and aftercare portions of the WRRP (see Outcomes and Objective Measures below).

3. Facilitation of Process Group

- Facilitate weekly 1-hour Process Group for WRRP participants at the Blaine Street Facility.
- Focus of the Process Group is to support members to manage challenges that occur during incarceration and recovery, improve interpersonal communication skills, practice CBT strategies learned in classes including healthy coping strategies, and receive constructive support from peers.

4. Facilitation of WRRP Curriculum

- Individual or group facilitation of WRRP curriculum to allow WRRP participants to successfully complete the in-custody portion of the program and prepare for program engagement in aftercare.
- CONTRACTOR will plan to provide the following curriculum, to an estimated 33 participants annually.

- CONTRACTOR will plan to provide Getting Motivated to Change curriculum individually or in group setting to all new WRRP participants within the first 30-days of program enrollment through method determined by SHERIFF in agreement with CONTRACTOR.
- CONTRACTOR will plan to provide each of the WRRP curriculum Seeking Safety, A Woman’s Addiction Workbook and Healing Trauma once a week for 48 weeks through method determined by SHERIFF in agreement with CONTRACTOR. Curriculum may be facilitated individually during aftercare to support completion of participant’s TRP goals.
- Lessons will be provided by CONTRACTOR staff/volunteers who have been trained to deliver WRRP curriculum with supervision to ensure fidelity of service delivery.
- A maximum of 12 students will enroll in each class.
- If the regularly scheduled instructor is unavailable, and there is not a substitute instructor to teach, the class will be cancelled. CONTRACTOR will notify Program Coordinator and/or jail facility of necessity to cancel class in advance if known. For unanticipated circumstances, CONTRACTOR will follow instructions to cancel class as outlined in the In-Custody Programs Handbook.

5. Certificates of Completion

- CONTRACTOR curriculum is identified as a “milestone class” in accordance with AB624 and SB1597 which allows incarcerated persons to earn up to 6 weeks annually off their sentence for successful completion of various in-custody program curriculum. CONTRACTOR agrees to uphold the policies and procedures outlined by the current SHERIFF Guidelines for Milestone Credits.
- CONTRACTOR will maintain accurate records of participants class attendance and program participation to track progress towards program completion and accrual of milestone credits.
- CONTRACTOR will issue a Certificate of Completion to all participants who complete 12 lessons of either Seeking Safety, A Women’s Addiction Workbook or Healing Trauma curriculum with each lesson at 1.5 hours in duration.

6. Program Evaluation and Reporting

- To track programming and services for and/or improve service delivery and client outcomes, CONTRACTOR will work with SHERIFF to develop appropriate mechanisms for on-going monitoring of fidelity to curriculum and opportunities for continuous program improvement. This may include collaboration with external observers and technical assistance.
- Data collection will include, at a minimum, the following:
 - Submission of a completed In-Custody Program Attendance Form each time services are provided in-custody, listing WRRP participants who received Case

Management or individual or group participation in WRRP curriculum prior to leaving the facility.

- Submission of Monthly Report and Quarterly Report to Program Manager for review by the 5th of the month following the end of each month/quarter.
- Reports will include, at a minimum, the following data: Participant name, DOB, race, date enrolled or transferred to aftercare, location of release, administration of risk/needs re-assessments and level of treatment need, maintenance of individualized treatment plan, number of participants engaged in program components, continuity of care arrangement or reentry or transitional plan, progress in the following treatment components: substance abuse and treatment, cognitive and behavioral, housing, mental health and other services including participation in Case Management meetings, community based resources and referrals, results of urinalysis, participation in MAT, and completion status.

4. COORDINATION AND QUALITY ASSURANCE

A. Corrections Access

All CONTRACTOR staff/volunteers who provide any type of service to incarcerated persons (i.e., in-person, via tele class or independent study) through SHERIFF In-Custody Programs must complete the corrections access process as outlined in the current SHERIFF In-Custody Programs Handbook and maintain approved status to continue to provide services pursuant to this Contract. CONTRACTOR will maintain a roster of staff / volunteers with corrections access. CONTRACTOR must contact the SHERIFF immediately to terminate corrections access for staff/volunteer that is no longer associated with the CONTRACTOR or facilitating In-Custody Programs. CONTRACTOR staff/volunteers are responsible for adhering to all policies and procedures outlined in the current SHERIFF In-Custody Programs Handbook. At the sole and absolute discretion of SHERIFF, the following are reasons for suspension and/or revocation of corrections access and could result in the immediate termination of the Contract: (1) Charges of a new crime (2) Failure to comply with rules and regulations outlined in the current SHERIFF In-Custody Programs Handbook, or (3) Violation of the Code of Conduct or behaving in a way deemed unfit by corrections staff. The SHERIFF In-Custody Programs Handbook is attached as Attachment C to the Contract and its terms are incorporated herein by reference.

B. Project Coordination

CONTRACTOR will provide services in partnership with SHERIFF'S In-Custody Programs. CONTRACTOR's activities including assessments, reentry and treatment planning, service referral, curriculum development, and scheduling will be coordinated in collaboration with In-Custody Programs and CONTRACTOR. CONTRACTOR will meet with SHERIFF Program Manager, SHERIFF Program Coordinator, and SHERIFF staff as needed to ensure fidelity of service provision and accurate data collection. Responses to an incarcerated person's positive and non-compliant behavior will reflect a strengths-based, motivational approach, and will be coordinated with SHERIFF personnel. Multi-disciplinary teams may be convened by SHERIFF personnel as needed to develop coordinated services and responses to the behavior, facility requirements, and CONTRACTOR needs.

C. Participation in Staff Training

CONTRACTOR shall participate fully in training and other events provided by the SHERIFF and in coordination with the WRRP Program as required for the successful implementation of the contract. This is expected to include information and skills training in the areas of effective strategies for working with criminal justice offenders, cultural competency, evidence-based practices, and cognitive-behavioral interventions, as well as periodic network-wide coordination meetings.

D. Non-discriminatory Policy

CONTRACTOR staff/volunteers will guarantee that the human rights of all program participants are exercised without discrimination of any kind based on race, color, sex, language, religion, political or other opinion, national or social origin, property, birth, or other status such as disability, age, marital and family status, sexual orientation and gender identity, health status, place of residence, economic and social situation.

E. Cultural Competence

CONTRACTOR staff/volunteers will provide services that are culturally, linguistically, cognitively, and developmentally appropriate to ensure full engagement, positive change, and successful reentry into the community. This will be achieved by assessing each participant's needs at various points throughout the program and adjusting services as needed, while regularly evaluating the effectiveness of these services within a culturally relevant framework.

F. Annual Site Visit

An annual site visit will be conducted to ensure compliance with contracted services and adherence to WRRP program protocols and procedures. The site visits are scheduled in advance. In addition to observing the work environment there is a review of program schedule, WRRP case files, and discussion with WRRP staff and clients regarding service engagement and program efficacy.

G. Allowable Informal Scope of Work (SOW) Changes

The CONTRACTOR or the SHERIFF may propose informal changes or revision to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement. Informal SOW changes may include the substitution of specified curriculum, activities or tasks, or the alteration or substitution of agreement deliverables. Any changes to the SOW will be documented in a memo signed by both parties.

5. COMPENSATION

Total budget not to exceed \$161,504 for FY 25/26 including:

- WRRP Case Manager: .50 FTE based on a 36-hour work week, not to exceed \$56,160, billed in equal monthly installments
- Re-Entry Specialist: 1 FTE based on a 36-hour work week, not to exceed \$97,344, billed in equal monthly installments
- Direct Support: \$8,000 (*with prior approval from the Sheriff's Office*)

Salaries are calculated as a fully loaded rate for each position, encompassing employee benefits, allocated operational costs, mileage, and other related expenses.

A 3.5% Cost of Living Adjustment (COLA) salary increase will be applied annually in fiscal years 25/26 and 26/27 to the WRRP Case Manager and Reentry Specialist positions which are funded, as a whole or in part, by the RSAT grant. The Volunteer Center Board of Directors has adopted this policy to ensure that the salary adjustments are in line with comparable local wages.

PAYMENT FOR SERVICES RENDERED

CONTRACTOR is paid for its actual, reasonable, necessary, and allowable costs incurred for services rendered under the term of this contract. This is a cost reimbursement method of payment; invoices will be paid monthly in arrears.

1. Invoices: CONTRACTOR will submit monthly invoices which describe services performed and expenses incurred pursuant to this agreement. For in-custody services, CONTRACTOR MUST check in at reception desk, CONTRACTOR’s hours will be verified utilizing the SHERIFF Jail Management System (JMS).

If seeking reimbursement for approved expenses, the invoice must also include:

- a. Itemized receipt(s) displaying CONTRACTOR information, date of purchase, item purchased, quantity, price, sales tax, and, if applicable, shipping address (cannot ship to personal address).
- b. Copy of Sherriff’s Office approval notice (i.e., e-mail documenting approval).

Invoices must be submitted by the 15th of the month following the month services were rendered (by the 5th for the months of October, January, April, July) via e-mail to sheriff.fiscal@santacruzcountyca.gov or by mail to the address indicated below:

Santa Cruz County Sheriff’s Office
 Attn: Fiscal Unit
 5200 Soquel Ave., Santa Cruz, CA 95062

Please see sample invoice excerpt below:

Invoice #0008	Billing Period: 7/1/25-7/31/25			
Description	Beginning Balance	Billed this Invoice	Billed YTD	Available Balance
WRRP Case Manager	\$56,160	\$4,680	\$4,680	\$51,480
Re-Entry Specialist	\$97,344	\$8,112	\$8,112	\$89,232
Direct Support	\$8,000.00	\$150.00	\$150.00	\$7,850
TOTAL	\$161,504.00	\$16,730	\$12,942	\$148,562

1. Monthly Service Report: Verifies actual services provided and progress towards meeting service and outcome objectives of the contract; must be submitted with the monthly invoice to receive payment.

2. Books and Records

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

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

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated July 1, 2024 by and between the COUNTY OF SANTA CRUZ and THE VOLUNTEER CENTER OF SANTA CRUZ COUNTY by amending the following agreement provisions:

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$99,529 for FY 24/25, as specified in Attachment A. Invoices will be paid monthly in arrears.

All other provisions of said Agreement shall remain the same.

2. VOLUNTEER CENTER OF SANTA CRUZ:

4. SANTA CRUZ COUNTY SHERIFF'S OFFICE

DocuSigned by:
By: Karen Delaney 1/21/2025
80591ZAF8314E2...
Karen Delaney, Executive Director
Volunteer Center of SC County
1740 17th Avenue
Santa Cruz, CA 95062
831-427-5070
kd@scvolunteercenter.org

Signed by:
By: Chris Clark 1/22/2025
B2757E7B4306437...
Chris Clark, Sheriff-Coroner

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

Signed by:
By: Gina Borasi 1/21/2025
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Risk Management

Signed by:
By: Ryan Thompson 1/16/2025
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Office of the County Counsel

Contract No. 25C4973

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and VOLUNTEER CENTER OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provision of dedicated staff to complete the duties of the Case Manager and Re-Entry Specialist positions, as part of the Residential Substance Abuse Treatment (RSAT) Program as outlined in Attachment A, incorporated herein by reference, for the Santa Cruz County, Sheriff-Coroner's Office (hereinafter "the project"). All CONTRACTOR staff/volunteers working with incarcerated persons pursuant to this Agreement must complete the "Corrections Access" process, as outlined in the In-custody Programs Handbook, incorporated herein by reference as Attachment C.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$99,529 for FY 24/25. Invoices must clearly state the date the service was rendered, the number of hours and the total amount per month. Invoices will be paid monthly in arrears after receipt and project manager approval.

3. **TERM.** The term of this Contract shall be: July 1, 2024 through June 30, 2025 eligible for two (2) additional one year extensions, upon mutual consent in writing by both parties. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ _____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Sheriff-Coroner
Attn: Fiscal Unit
5200 Soquel Avenue
Santa Cruz, CA 95062**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Sheriff-Coroner
Attn: Fiscal Unit
5200 Soquel Avenue
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous

places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Attachment A – Scope of Work
- Attachment B – Qualifying Programs for Milestone Credits
- Attachment C – In-Custody Programs Handbook
- Attachment D – Exhibit C BSCC General Terms and Conditions (04/2017)
- Attachment E – Exhibit D BSCC Special Terms and Conditions
- Attachment F – Exhibit E 2021 Federal Conditions, Exhibit F 2022 Federal Conditions and Exhibit G 2023 Federal Conditions

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY _____.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC

(www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be met, in addition to any other requirements of this Contract.

- A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector ("ACTTC").
 - (1) For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 - (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on "Retention and Audit of Records."

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

///

SIGNATURE PAGE

Contract No. 25C4973

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**2. VOLUNTEER CENTER OF
SANTA CRUZ:**

4. COUNTY OF SANTA CRUZ

DocuSigned by:
By: Karen Delaney 9/30/2024
805917AFA8314E2...
Karen Delaney, Executive Director
Volunteer Center of SC County
1740 17th Avenue
Santa Cruz, CA 95062
831-427-5070
kd@scvolunteercenter.org

Signed by:
By: Jim Hart 10/29/2024
D814A2E028714D5...
Jim Hart, Sheriff-Coroner

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:

DocuSigned by:
By: Gina Occhipinti Borasi 9/30/2024
E4EADC5BA53B4DB...
Risk Management
Gina Borasi 09/26/24 (AMS 16592)

Signed by:
By: Ryan Thompson 9/30/2024
4F07BB2FA63D4E5...
Office of the County Counsel
Ryan Thompson 09/26/24 (AMS 16592)

DISTRIBUTION:

- Santa Cruz County Sheriff's Office
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *Contractor*

Attachment A - Scope of Work

WOMEN'S RECOVERY AND REENTRY PROGRAM
Volunteer Center- Friends Outside Incarcerated Persons (IPs) Support Services
Scope of Work: Fiscal Year 24/25

Contractor: Volunteer Center of Santa Cruz County – Friends Outside: IPs Support Services
Address: 1740 17th Avenue, Santa Cruz, CA 95062
Agency Director: Karen Delaney

Program Description

The goals of the Residential Substance Abuse Treatment (RSAT) Program are to enhance the capability of states, and units of local and tribal government to provide substance use disorder treatment for incarcerated people; prepare offenders for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assist offenders and their communities through the reentry process by delivering community based treatment or other broad based aftercare services.

As recipients of the RSAT grant, the Santa Cruz County Sheriff's Office (SHERIFF) will implement a gender-responsive integrated treatment and reentry program, the Women's Recovery and Reentry Program (WRRP), to address the complex trauma histories and diverse needs of incarcerated women. The WRRP program will be operated in the Santa Cruz County (SCC) Blaine Street Women's Program Facility (Blaine). Primary components of the in-custody and aftercare portions of the program are 1) Use of validated assessment instruments, the AC-OK, the American Society of Addiction Medicine (ASAM), the Client Evaluation of Self & Treatment (CEST), the Reentry Goal Matrix (RGM) and the Wellness and Case Management Questionnaire (WCMQ); 2) Evidence-based, trauma-informed and gender-responsive curricula Getting Motivated to Change, Dialectical Behavioral Therapy (DBT), Seeking Safety, A Woman's Addiction Workbook, Healing Trauma and Heartmath HeartRate Variability Training; 3) Structured group and individual cases management. All services to be conducted utilizing a trauma-informed, gender-responsive approach and motivational interview (MI) techniques with the aim to improve safety, functioning and quality of life of justice involved women through reduced rates of substance use and recidivism.

Treatment and intervention activities of the 100 WRRP participants enrolled in the program (33 annually) will be monitored by the WRRP Case Manager for the duration of the in-custody portion of the program. The Case Manager will administer initial assessments, support program engagement, evaluate progress, and prepare for successful reintegration into the community. A target of 50 women (16 annually) will complete the in-custody portion of the program.

To maintain continuity of care and support progress in meeting all treatment and reentry goals upon release from custody, approximately 90 WRRP participants (30 annually) enrolled in the program will be referred to aftercare and receive up to 12 months of structured support services. Of those referred to aftercare; at least 30 participants (10 annually) will participate in the Transitional Housing Program, Gemma House (Gemma), and will receive structured case management from the Admissions Coordinator, Administrative Supervisor, Case Manager, WRRP

Coordinator and Clinical Supervisor. The additional 60 participants (20 annually) enrolled in the aftercare portion of the program, who are not referred to Gemma, will receive structured case management support from the community based WRRP Reentry Specialist. At least 45 participants enrolled in aftercare (15 annually) will successfully complete this portion of WRRP.

The WRRP Case Manager and Reentry Specialist positions will be staffed by Friends Outside, a program of The Volunteer Center of Santa Cruz County, hereinafter called CONTRACTOR. The CONTRACTOR has been providing high-quality services to all risk levels of incarcerated persons in the criminal justice system since the early 1980's, when they began in-custody services through their Friends Outside Program. Friends Outside services are designed to be responsive to a wide variety of needs for successful community re-entry that prepare people while they are in custody and follow people through aftercare. Services include targeted Criminal Thinking and Behavioral Interventions (CTBI) using manualized curricula; re-entry planning; community support navigation all based on principles of Restorative Justice. Friends Outside works with over 800 people per year and all services are responsive to the cultural and gender identity of the people served.

Scope of Work

The WRRP Case Manager and Reentry Specialist in conjunction with Gemma and SHERIFF staff, agrees to exercise special skill to provide the following services, and other duties as identified, for all WRRP participants enrolled in the in-custody and aftercare portions of the program. Services to be provided to WRRP participants in custody and in the community.

1. Administration of risk/need assessments: the AC-OK, ASAM, CEST, RGM and WCMQ to assess level of substance use treatment need, co-occurring disorders, and readiness to change.
2. Structured case management: Co-create an individualized Treatment and Reentry Plan (TRP) and Relapse Prevention Plan (RPP). Monitor progress and completion of goals and actions steps outlined in the TRP and RPP. Coordination of WRRP Case Manager, Reentry Specialist, Gemma staff and Community Based Organizations to ensure continuity of care from in-custody to aftercare settings.
3. Facilitation of Process Group for WRRP participants to support program engagement.
4. Facilitation of WRRP curriculum: Getting Motivated to Change, Seeking Safety, A Women's Addition Workbook, and Healing Trauma.
5. Certificates of Completion: In accordance with SHERIFF Guidelines for Milestone Credits
6. Program evaluation and reporting: To include at a minimum, WRRP participants' participation in services provided by CONTRACTOR during in-custody and aftercare portions of the program.

Service Delivery

WRRP Case Manager and Reentry Specialist in conjunction with Gemma and SHERIFF staff, will provide the following services and other duties as identified utilizing a trauma-informed and gender-responsive approach and motivational interview (MI) techniques; for all WRRP participants enrolled in the in-custody and aftercare portion of the program during the contract year:

1. Administration of Risk/Need Assessments

- Administer AC-OK assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant’s AC-OK score to identify the presence of co-occurring Mental Health and SUD.
- Administer CEST assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant’s 5 core areas of the CEST; treatment motivation, psychological functioning, social functioning, therapeutic engagement, and social network support to monitor participant performance and psychosocial changes during treatment and evaluate readiness to change. Re-administer CEST within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstance (i.e., relapse, new charges). Adapt TRP goals and programming to match a participant’s stage of readiness as indicated by the CEST.
- Administer ASAM assessment to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant’s ASAM severity index for each of the six service dimensions to determine WRRP program eligibility. Re-administer ASAM assessments within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstances (i.e., relapse, new charges). Identify changes in ASAM severity index for each of the six service dimensions and modify ratings, rankings, treatment, and service needs as indicated. Adapt TRP goals and programming to match a participant’s identified level of treatment as indicated by ASAM.
- Administer RGM assessment and WCMQ to WRRP participants within 7 days of transfer to the Blaine Street Facility. Rate and rank the participant’s level of stability in 14 primary domains of global functioning. Identify if participant is “high risk”. Re-administer RGM and WCMQ within 7 days of enrollment in aftercare and every 90 days or as indicated by change in participant circumstance (i.e., relapse, new charges). Identify changes in level of stability in the 14 domains for the RGM and WCMQ to measure participants level of safety, functioning and quality of life, with the aim of achieving a rating of stable or thriving in the primary 7 domains of RGM related to substance use and recidivism. Adapt TRP goals and programming to match a participant’s risk level in the 14 domains as indicated by RGM and WCMQ.

2. Structured Case Management

- Case Management to begin during the in-custody portion of the program with the WRRP Case Manager and continue post release with those enrolled in aftercare with the Reentry Specialist. Provide individual structured case management/reentry support utilizing trauma-informed, motivational interview (MI) techniques to assist WRRP participants enrolled in the in-custody and aftercare portions of the program accomplish the following:
 - Enroll participants into the in-custody and aftercare portions of the program. Enrollment includes review of WRRP Participation Agreement, completion of assessments, development of TRP and RPP and Release of Information (ROI). Ensure continuity of care from in-custody to aftercare.
 - Identify focus of service needs, treatment, intensity, and frequency using the AC-OK and CEST outcomes, ASAM guide to levels of care, RGM and WCMQ.

- Co-create an individualized TRP within 7 days of program enrollment of in-custody or aftercare portion of WRRP.
 - Monitor and assess progress and completion of goals and actions steps outlined in the TRP. Update as needed.
 - Co-create TRP goals with WRRP participant related to the following domains: Substance use, mental health, physical health, recidivism, probation/parole compliance, parenting, social support network, coping skills, education, employment, money management, housing, basic needs, and transportation. Focus on a minimum of 3 domains, as indicated by assessment tools. Goals must be written using the specific, measurable, achievable, relevant and time bound (SMART) goals framework.
 - Collaborate with local authorities and organizations involved in substance use disorder treatment to coordinate aftercare by assisting in the placement of program participants into community substance use treatment facilities or non-residential aftercare services upon release.
 - Provide referrals and coordination with community-based resources and services, based on participant's ASAM and CEST assessments and RGM domains of need, to successfully achieve reentry plan goals including SUD and Medication Assisted Treatment (MAT).
 - Monitor urinalysis drug testing.
 - Develop and review the RPP for participants who disclose relapse/use or submit a positive urinalysis test. RPP must include: 1) triggers/stressors that lead to relapse, 2) decision points where less harmful choices could have prevented relapse, 3) specific coping skills that will be used in the future when similar urges to use arise.
- Develop and maintain individual records that include documentation of the following:
 - Results of AC-OK, CEST, ASAM, RGM and WCMQ at program enrollment and at 90-day intervals or change of circumstance.
 - Case management sessions and curriculum engagement and completion.
 - Modification and updates to TRP goals written in the SMART goals framework.
 - Connections, coordination, and services provided with local resources including MAT, social services benefits, physical and behavioral health, child protective services, SUD outpatient and residential treatment, housing, and court/probation.
 - Urinalysis drug test results.
 - Participation and progress towards successful completion of the in-custody and aftercare portions of the WRRP (see Outcomes and Objective Measures below).
3. Facilitation of Process Group
- Facilitate weekly 1-hour Process Group for WRRP participants at the Blaine Street Facility.
 - Focus of the Process Group is to support members to manage challenges that occur during incarceration and recovery, improve interpersonal communication skills, practice CBT strategies learned in classes including healthy coping strategies, and receive constructive support from peers.

4. Facilitation of WRRP Curriculum

- Individual or group facilitation of WRRP curriculum to allow WRRP participants to successfully complete the in-custody portion of the program and prepare for program engagement in aftercare. Curriculum may be provided by the following methods: 1) 1.5-hour in-person group instruction in a classroom; 2) 1.5-hour tele-class group instruction via Zoom or another web-based platform, determined by SHERIFF and CONTRACTOR.
- CONTRACTOR will plan to provide the following curriculum, to an estimated 33 participants annually.
- CONTRACTOR will plan to provide Getting Motivated to Change curriculum individually or in group setting to all new WRRP participants within the first 30-days of program enrollment through method determined by SHERIFF in agreement with CONTRACTOR.
- CONTRACTOR will plan to provide each of the WRRP curriculum Seeking Safety, A Woman's Addiction Workbook and Healing Trauma once a week for 48 weeks through method determined by SHERIFF in agreement with CONTRACTOR. Curriculum may be facilitated individually during the aftercare to support completion of participant's TRP goals.
- Lessons will be provided by CONTRACTOR staff/volunteers who have been trained to deliver WRRP curriculum with supervision to ensure fidelity of service delivery.
- A maximum of 12 students will enroll in each class.
- If the regularly scheduled instructor is unavailable, and there is not a substitute instructor to teach, the class will be cancelled. CONTRACTOR will notify Program Coordinator and/or jail facility of necessity to cancel class in advance if known. For unanticipated circumstances, CONTRACTOR will follow instructions to cancel class as outlined in the In-Custody Programs Handbook.

5. Certificates of Completion

- Seeking Safety, A Woman's Addiction Workbook, and Healing Trauma curriculum are identified as a "milestone class" in accordance with AB624 and SB1597 which allows incarcerated persons (IPs) to earn up to 6 weeks annually off their sentence for successful completion of various in-custody program curriculum. CONTRACTOR agrees to uphold the policies and procedures outlined by the current SHERIFF Guidelines for Milestone Credits. The SHERIFF Guidelines for Milestone Credits is attached as **Attachment B** in the Independent Contract Agreement and its terms are incorporated herein by reference.

- CONTRACTOR will maintain accurate records of participants class attendance and program participation to track progress towards program completion and accrual of milestone credits.
- CONTRACTOR will issue a Certificate of Completion to all participants who complete 12 lessons of Seeking Safety, A Woman’s Addiction Workbook, or Healing Trauma curriculum.

6. Program Evaluation and Reporting

- To track programming and services for and/or improve service delivery and client outcomes, CONTRACTOR will work with the SHERIFF to develop appropriate mechanisms for on-going monitoring of fidelity to curriculum and opportunities for continuous program improvement. This may include collaboration with external observers and technical assistance.
- Data collection will include, at a minimum, the following:
 - Submission of a completed In-Custody Program Attendance Form each time services are provided in-custody, listing WRRP participants who received Case Management or individual or group participation in WRRP curriculum prior to leaving the facility.
 - Submission of Monthly Report and Quarterly Report to Program Manager for review by the 5th of the month following the end of each month/quarter.
 - Reports will include, at a minimum, the following data: Participant name, DOB, race, date enrolled or transferred to aftercare, location of release, administration of risk/needs re-assessments and level of treatment need, maintenance of individualized treatment plan, number of participants engaged in program components, continuity of care arrangement or reentry or transitional plan, progress in the following treatment components: substance abuse and treatment, cognitive and behavioral, housing, mental health and other services including participation in Case Management meetings, community based resources and referrals, results of urinalysis, participation in MAT, and completion status.

Outcome Objectives and Measures

The WRRP Case Manager will enroll and provide in-custody case management to 100 participants (33 annually). Of those 100 enrolled in custody, approximately 90 participants (30 annually) will be referred to aftercare. At least 30 participants (10 annually) of those referred to aftercare will participate in Gemma and will receive structured case management from the Admissions Coordinator, Administrative Supervisor, Case Manager, WRRP Coordinator and Clinical Supervisor. The remaining 60 WRRP participants (20 annually) enrolled in the aftercare portions of the program, who are not referred to Gemma, will receive structured case management support from the community-based Reentry Specialist. At least 45 of those enrolled in aftercare (15 annually) will successfully complete that portion of the program.

Annual expected outcomes of the WRRP program include:

- Participants are actively engaged in WRRP for a minimum of 3 months up to 12 months
- Participants receive a minimum of 2 structured case management sessions per month. Aftercare sessions can either be in person or via telephone

- Participants receive AC-OK, CEST, ASAM, RGM assessments and WCMQ upon in-custody program enrollment. The CEST, ASAM, RGM and WCMQ are readministered every 90 days or change of circumstance during in-custody and aftercare programming.
- Successful completion of the in-custody portion of the program is defined as:
 1. Completion of initial AC-OK, ASAM, CEST RGM, and WCMQ.
 2. Development of a TRP that addresses both SUD and risk of recidivism,
 3. Development of a RPP,
 4. Participation in MAT if eligible/indicated,
 5. Completion of a minimum of twelve 1.5-hour sessions of the following five (5) WRRP curriculum: Seeking Safety, A Woman’s Addiction Workbook, Healing Trauma, DBT, and Heartmath,
 6. Compliance with required program activities, including structured case management, process group, random and periodic drug testing, and ASAM, CEST, RGM, and WCMQ re-assessment at 90 days or change of circumstance.
- Successful completion of the aftercare portion of the program is defined as:
 1. Compliance with required aftercare program activities, including structured case management, random and periodic drug testing, participation in activities/curriculum as indicated by risk/need, and re-assessment of ASAM, CEST, RGM and WCMQ at 90 days or change of circumstance.
 2. Participation in MAT if eligible/indicated,
 3. Satisfactory progress with individualized TRP, addressing SUD and risk/need associated with recidivism,
 4. Achieve/maintain a rating of “Stable” or “Thriving” in all seven (7) of the following domains of the RGM: Substance Use, Mental health, Physical Health, Recidivism, Social Support Network, Coping Skills, and Safe Housing.

Compensation

Total budget not to exceed \$99,529 for FY 24/25 including:

- WRRP Case Manager: .50 FTE not to exceed \$51,189, billed in equal monthly installments
- Re-Entry Specialist: .40 FTE not to exceed \$40,340, billed in equal monthly installments
- Direct Support: \$8,000 (*with prior approval from the Sheriff’s Office*)

A 3.5% Cost of Living Adjustment (COLA) salary increase will be applied annually in fiscal years 25/26 and 26/27 to the WRRP Case Manager and Reentry Specialist positions which are funded, in whole or in part, by the RSAT grant. The Volunteer Center Board of Directors has adopted this policy to ensure that the salary adjustments are in line with comparable local wages.

Payment for Services Rendered

CONTRACTOR is paid for its actual, reasonable, necessary, and allowable costs incurred for services rendered under the term of this contract. This is a cost reimbursement method of payment; invoices will be paid monthly in arrears.

1. Invoices: CONTRACTOR will submit monthly invoices which describe services performed and expenses incurred pursuant to this agreement. For in-custody services,

CONTRACTOR MUST check in at reception desk, CONTRACTOR’s hours will be verified utilizing the SHERIFF Jail Management System (JMS).

If seeking reimbursement for approved expenses, the invoice must also include:

- a. Itemized receipt(s) displaying CONTRACTOR information, date of purchase, item purchased, quantity, price, sales tax, and, if applicable, shipping address (cannot ship to personal address).
- b. Copy of Sherriff’s Office approval notice (i.e. e-mail documenting approval).

Invoices must be submitted by the 15th of the month following the month services were rendered (by the 5th for the months of October, January, April, July) via e-mail to sheriff.fiscal@santacruzcountyca.gov or by mail to the address indicated below:

Santa Cruz County, Sheriff-Coroner
 Attn: Fiscal Unit
 5200 Soquel Avenue
 Santa Cruz, CA 95062

Please see sample invoice excerpt below:

Invoice #0008	Billing Period: 7/1/24-7/31/24			
Description	Beginning Balance	Billed this Invoice	Billed YTD	Available Balance
WRRP Case Manager	\$51,189.00	\$4265.75	\$4265.75	\$46,923.25
Re-Entry Specialist	\$40,340.00	\$3361.67	\$3361.67	\$36,978.33
Direct Support	\$8,000.00	\$150.00	\$150.00	\$7,850
TOTAL	\$99,529.00	\$7,777.42	\$7,777.42	\$91,751.58

- 2. Monthly Service Report: Verifies actual services provided and progress towards meeting service and outcome objectives of the contract; must be submitted by the 5th of the month following the month services rendered.
- 3. Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR’s work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller’s Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives

during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The CONTRACTOR shall provide suitable facilities for access, monitoring, inspections, and copying of books and records related to the grant-funded project.

Corrections Access

All CONTRACTOR staff/volunteers who provide any type of service to incarcerated persons (i.e., in-person, via tele class or independent study) through SHERIFF In-Custody Programs must complete the corrections access process as outlined in the current SHERIFF In-Custody Programs Handbook and maintain approved status in order to continue to provide services pursuant to this Contract. CONTRACTOR will maintain a roster of program staff / volunteers with corrections access. CONTRACTOR must contact the SHERIFF immediately to terminate corrections access for program staff/volunteer that is no longer associated with the CONTRACTOR or facilitating In-Custody Programs. CONTRACTOR program staff/volunteers are responsible for adhering to all policies and procedures outlined in the current SHERIFF In-Custody Programs Handbook. At the SHERIFF's sole and absolute discretion, the following are reasons for suspension and/or revocation of corrections access and could result in the immediate termination of the instant Contract: (1) Charges of a new crime (2) Failure to comply with rules and regulations outlined in the current SHERIFF In-Custody Programs Handbook (3) Violation of the Code of Conduct or behaving in a way deemed unfit by corrections staff. The SHERIFF In-Custody Programs Handbook is attached as **Attachment C** to the Independent Contract Agreement and its terms are incorporated herein by reference.

Project Coordination

CONTRACTOR will provide services in partnership with SHERIFF'S Division of Reentry (DOR). Client assessment, reentry and treatment planning, service referral, curriculum development, and scheduling will all be coordinated in collaboration with DOR and CONTRACTOR. CONTRACTOR will meet with Program Manager, Program Coordinator, DOR staff and Program Evaluator as needed to ensure fidelity of service provision and accurate data collection. Responses to client positive and non-compliant behavior will reflect a strengths-based, motivational approach, and will be coordinated with DOR. Multi-disciplinary teams will be convened by DOR as needed to develop coordinated services and responses to client behavior, facility, and provider needs.

Participation in Staff Training

CONTRACTOR shall participate fully in training and other events provided by the SHERIFF and in coordination with the WRRP Program as required for successful implementation of the contract. This is expected to include information and skills training in the areas of effective strategies for working with criminal justice offenders, cultural competency, evidence-based practices, and cognitive-behavioral interventions, as well as periodic network-wide coordination meetings.

Cultural Competence

CONTRACTOR program staff/volunteers will ensure that culturally, linguistically, cognitively, and developmentally appropriate and proficient services will be provided to facilitate full engagement, positive change, and reentry success. This is done by assessing individual client needs

at multiple points in the program and tailoring responses to meet those needs as well as reassessing the effectiveness of services within a culturally relevant framework.

Annual Site Visit

An annual site visit will be conducted to ensure compliance with contracted services and adherence to WRRP program protocols and procedures. The site visits are scheduled in advance. In addition to observing the work environment there is a review of program schedule, WRRP case files, and discussion with WRRP staff and clients regarding service engagement and program efficacy.

Allowable Informal Scope of Work (SOW) Changes:

The CONTRACTOR or the SHERIFF may propose informal changes or revision to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement. Informal SOW changes may include the substitution of specified curriculum, activities or tasks, or the alteration or substitution of agreement deliverables. Any changes to the SOW will be documented in a memo signed by both parties.



SANTA CRUZ COUNTY SHERIFF - CORONER
QUALIFYING PROGRAMS FOR MILESTONE (AB624 and AB1597) CREDITS



Class	Requirement	Milestone Credit
Anger Management	12 classes	1 certificate
Cabrillo College - DMCP Courses Blaine Street	Completion	1 certificate
Cabrillo College - DMCP Courses R&R	Completion	2 weeks
CALS Building Trades Pre-Apprenticeship Program Class Time	Completion	2 weeks
Change Program Curriculum - Skills for Re-Entry	12 classes	1 certificate
Computers - Cabrillo CABT 402	Completion	1 certificate
Computers - Everett Programs:Computer Literacy/ Design Storytelling/ Digital Media	Completion	1 week
Dialectical Behavioral Therapy (DBT)	12 classes	1 certificate
Education - Class Time for HSD / HiSet / Tutoring / ESL / PIE	12 classes	1 certificate
Education - Completion of High School Diploma (HSD) /HiSet Equivalency	Completion	2 weeks
Employment Development - Goodwill	12 classes	1 certificate
Enneagram Prison Project (EPP)	Completion	1 week
Gemma Day Program	12 classes	1 certificate
Healing Trauma	12 classes	1 certificate
Healing from Violence / Traveling with the Turtle	12 classes	1 certificate
Healthy Relationships	12 classes	1 certificate
HeartMath	12 classes	1 certificate
In2Work Culinary Program Class & Kitchen Time	Completion	1 certificate
In2Work Culinary Program ServeSafe Manager Certification	Completion	1 week
Insight Meditation	18 classes	1 certificate
Parenting	12 classes	1 certificate
Peace Education Program (PEP)	12 classes	1 certificate
People and Stories	12 classes	1 certificate
Poetry	12 classes	1 certificate
Substance Use Disorder (SUD) - Seeking Safety / WRRP SUD	12 classes	1 certificate
Women's Recovery and Reentry Program (WRRP)	Completion	1 week
Yoga for All Movement - Yoga / Meditation	12 classes	1 certificate

- Milestones only apply when incarcerated person (IP) is sentenced to serve their time in the Santa Cruz County Jail. (Milestones may be earned pre-sentencing and will be applied once IP is sentenced to the Santa Cruz County Jail)
- IP is responsible for tracking their own program participation by using the In-Custody Programs Worksheet.
- 3 certificates=1 week Milestone Credit, unless noted. A max of 6 weeks of Milestone Credit may be earned annually.
- Milestone Credits are calculated annually (January 1 – December 31). Completed Milestone Credits are only processed for the current calendar year. They are not retroactive.
- No make up classes for instructor absence, jail operations cancellations, facility transfers, illness, appointment, court.
- If a program is terminated and IP has completed 7 classes, remaining credits can be earned in another class.
- Only 1 certificate earned in the previous calendar year may be applied to the current year.
- Milestone classes begun in previous calendar year, may be continued for credits in the current calendar year.
- Once IP is released from the jail (including on CAP) any remaining milestones that were earned are forfeitted.
- If IP obtained a High School Diploma, they are not eligible to receive time off for completion of the HISET exam.
- Many classes can be taken multiple times annually for credit. Check with Program Coordinator for specifics.
- Attendance and curriculum completion to be verified by instructors, In-Custody Programs Worksheet, and Attendance Forms and MUST include certificates of completion. Copies of certificates are required to calculate Milestones.
- Submit an electronic request to Program Coordinator to calculate milestone credits upon earning certificates of completion for milestone eligible classes. If the information is accurate, a request for approval will go to the Programs Manager. If granted, Quality Control will make a credit adjustment.
- IP MUST provide Program Coordinator at least 7 days to process milestones.
- Credit may be disallowed for disciplinary reasons at the discretion of the Sheriff's Office.**

SANTA CRUZ COUNTY SHERIFF'S OFFICE

ATTACHMENT C



PROFESSIONAL CONDUCT IN A JAIL SETTING AND IN-CUSTODY PROGRAMS

July 2024

A HANDBOOK FOR PROGRAM PROVIDERS

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CORRECTIONS BUREAU MISSION

Our mission is to ensure public safety in Santa Cruz County. We accomplish this through open communication and collaboration with our community as well as continuous professional development of staff to address crime and promote innovative corrections solutions.

The Corrections Bureau is dedicated to providing a high standard of service to the public and Incarcerated Persons at the Santa Cruz County Jails. We provide a system of alternatives to incarceration through job skills development, education, work release, and transitional programs.



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I. THE SANTA CRUZ COUNTY SHERIFF'S OFFICE CORRECTIONS BUREAU

The Santa Cruz County Sheriff's Office Corrections Bureau is responsible for the oversight of adult individuals who have been arrested and are awaiting court processing or who have been sentenced to serve time in jail. The Corrections Bureau manages daily operations of all four-county correctional facilities; administers the Work Release and Custody Alternatives Program (CAP) and provides court security for the Superior Court.

OVERVIEW OF CORRECTIONS BUREAU AND STAFFING

The managing executive of the Corrections Bureau is the Chief Deputy. They uphold the guidelines and policies that are established by the Jail Authority and have the final authority on daily operations of the Corrections Bureau. Four lieutenants and one civilian staff Manager report directly to the Chief.

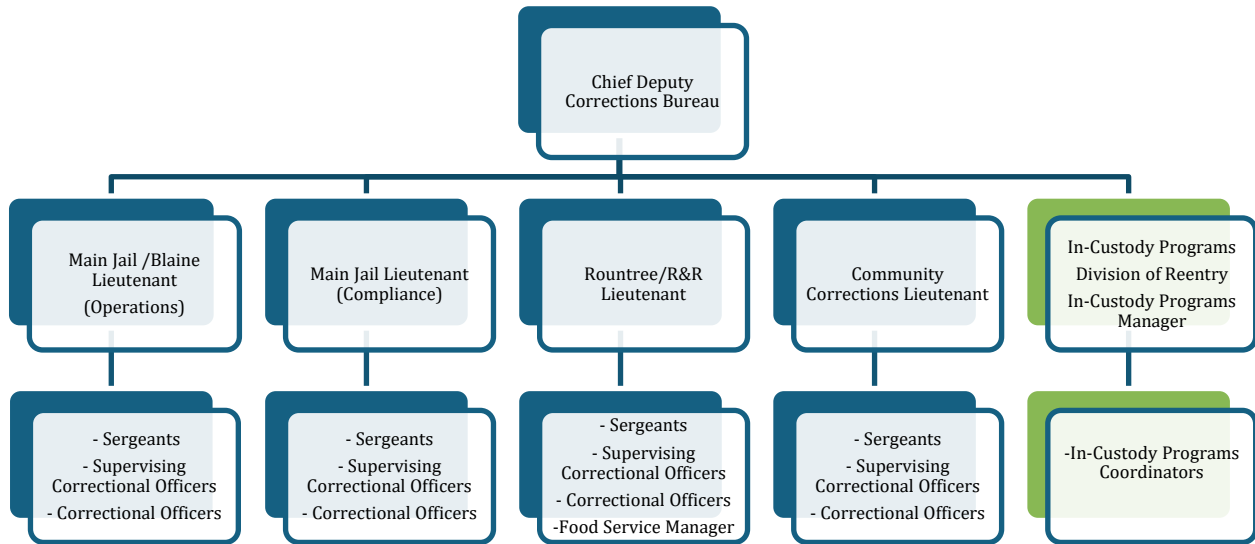
Corrections also has Sergeants who report to the Lieutenants and who function as "Watch Commander;" supervising the day-to-day activities of staff and Incarcerated Persons at each facility. Supervising Correctional Officers (SCO) assist them in this process.

Correctional Officers directly supervise the custody, care, safety, and security of Incarcerated Persons. This entails ensuring that rules, regulations, and applicable legislation is followed, maintaining order, discipline, and peace in the jail, conducting searches, tactically responding to emergency situations, and transporting and transferring Incarcerated Persons. In addition, Correctional Officers support In-custody Programs by facilitating movement of Providers and Incarcerated Persons to and from classes, encouraging program participation and managing attendance.

The Division of Reentry (DOR) is made up of CAP, Work Release Program, and In-Custody Programs. DOR's goal is to transfer as many individuals as possible to the least restrictive environment so they may focus on behavior change and prepare for successful reentry back into the community. CAP is a program in which sentenced individuals complete their sentence while at home in a "home confinement" setting. Participants wear an ankle monitor 24 hours a day for the duration of their sentence. Work Release is a program where a sentenced individual works at a designated community site assigned by a DOR Officer. The work performed is un-paid, but it is in lieu of serving time in the County Jail. The participant may continue to work or go to school and complete their sentence by working on their days off (i.e., weekends). In-Custody Programs refers to all programming offered to individuals who are serving time in the County Jail. In-Custody Programs staff, an In-Custody Programs Manager and three In-Custody Program Coordinators, are responsible to schedule, support, evaluate and facilitate programming throughout the bureau.

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SANTA CRUZ COUNTY CORRECTIONAL FACILITIES

MAIN JAIL A maximum-security in-direct supervision facility with a Board Rated Capacity of 319 male, female, and transgender Incarcerated Persons. All law enforcement organizations transport arrested individuals to the Main Jail facility for booking. The Sheriff’s Office is responsible to book, process, classify, house, medically treat, and transport all Incarcerated Persons to court. Based on classification, Incarcerated Persons may be transferred to a medium/minimum security facility. Main Jail houses pretrial and sentenced Incarcerated Persons including those awaiting transport to state prison.



ROUNTREE MEDIUM SECURITY FACILITY A medium-security direct supervision facility with a Board Rated Capacity of 96 Incarcerated Persons. Rountree houses pretrial and sentenced Incarcerated Persons who identify as male.



REHABILITATION & RE-ENTRY (R&R) PROGRAM FACILITY A minimum-security direct supervision facility with a Board Rated Capacity of 64 Incarcerated Persons. R&R provides a more independent living environment with single “rooms” for Incarcerated Persons. The intention of this facility is to provide a space in which Incarcerated Persons have the opportunity to gain the skills necessary to succeed in the community. All Incarcerated Persons are expected to participate in programming.



BLAINE STREET WOMEN’S MEDIUM SECURITY PROGRAM FACILITY A medium-security direct supervision facility with a Board Rated Capacity of 32 Incarcerated Persons. Blaine Street houses pretrial and sentenced Incarcerated Persons who identify as female. All Incarcerated Persons are expected to participate in programming.



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II. CORRECTIONS ACCESS

Program Providers, vendors, County employees or others having direct contact with Incarcerated Persons are required to obtain and maintain Corrections Access.

CRITERIA TO OBTAIN AND MAINTAIN CORRECTIONS ACCESS

To obtain Corrections Access:

- ❖ Corrections Access Application to be submitted by organization's designee.
- ❖ Provide a copy of a government issued ID with Corrections Access Application.
- ❖ Live Scan: Complete a Live Scan fingerprinting process to facilitate a thorough background check. Note: County employees are required to submit a Corrections Access Application annually in lieu of completing a Live Scan.
- ❖ Vendors, County employees and others having direct contact with Incarcerated Persons must attend the Professional Conduct in a Jail Setting and PREA training course.
- ❖ All Program Providers must attend the Professional Conduct in a Jail Setting, PREA, and In-Custody Programs trainings. Once training is complete, they must attend an onboarding session at the facilities where they will be providing services.



To maintain Corrections Access:

- ❖ Vendors, County employees and others having direct contact with Incarcerated Persons will renew their clearance by attending the annual Professional Conduct in a Jail Setting and PREA training course the month prior to or the month that Corrections Access expires. NOTE: County employees must also submit an annual Corrections Access Application the month prior the date Corrections Access expires.
- ❖ All Program Providers will renew their clearance by attending the annual Professional Conduct in a Jail Setting, PREA, and In-Custody Programs trainings.

The Sheriff's Office maintains the right to refuse or revoke clearance at any time.

It is required that all clearances are renewed annually before their respective dates of expiration.

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REASONS FOR DENIAL OF CORRECTIONS ACCESS

Several factors will be considered in determining access to the facilities, these include but are not limited to the following:

- ❖ Active warrants.
- ❖ Current Failure to Appears.
- ❖ Active Probation/Parole.
- ❖ Sex Crime Conviction and/or registered under the Sex Offender Registration Act.
- ❖ Conviction or arrest for assault on Peace Officer/Emergency Personnel.
- ❖ Conviction or arrest for narcotic related offenses within 3 years.
- ❖ PC 4573.5 conviction, arrest or possession of drugs in jail, within the last 5 years.
- ❖ Violent felony within 7 years.
- ❖ Any felony or misdemeanor arrest within 5 years.
- ❖ Escape, escape attempts, or aid and abet an escape from a correctional facility.
- ❖ Subject to an active criminal investigation.
- ❖ Weapons convictions or arrest within 5 years.
- ❖ Extensive criminal history.
- ❖ Omitting, misstatements, lying-or incomplete statements on the application.
- ❖ Gang affiliation. Any documented gang affiliation or membership within 10 years.
- ❖ Incarceration in any correctional facility within 5 years (Federal, State, local).
- ❖ Any crime or event that may jeopardize the security of the correctional facilities.

Any individual that is denied access may submit a written request for appeal to the Corrections Bureau Chief Deputy, who will review the appeal and make a final decision.

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REASONS FOR SUSPENSION AND/OR REVOCATION OF ACCESS

- ❖ Charges of a new crime. Any new arrest must be reported immediately to SCCSO.
- ❖ Failure to comply with SCCSO policies and procedures.
- ❖ Violation of the Code of Conduct including PREA.
- ❖ Behaving in a way deemed unfit by SCCSO and/or Corrections personnel.

CONSEQUENCES OF VIOLATIONS

- ❖ Suspension for a range of 30 – 180 days depending on the violation, to be determined by SCCSO. Requirement to attend annual training again prior to regaining access.
- ❖ Termination of Corrections Access, immediate, to be determined by SCCSO.
- ❖ Prosecution for violations that are illegal.
 - Bringing weapons into a jail (PC 4574).
 - Bringing drugs/alcohol into a jail (PC 4573).
 - PREA violation.

Remember, all violations of policies and procedures pose a threat to the security and safety of the correctional facility.

III. WORKING IN A CORRECTIONS SETTING

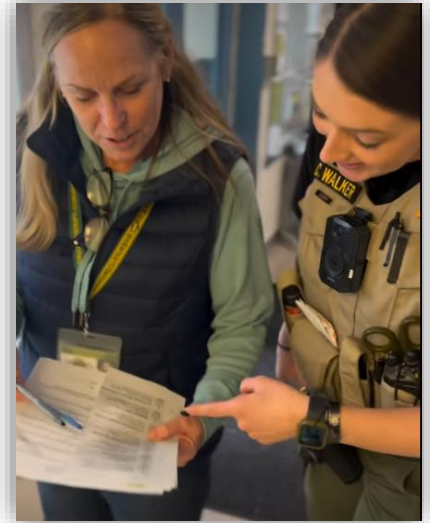
There are several safety requirements to adhere to while working in a Corrections setting. Corrections facilities are secure environments housing serious offenders. Security is the first and foremost consideration of every action taken or decision made within a facility.

Access to correctional facilities shall be at the sole discretion of the Sheriff's Office Corrections personnel. Entry into a corrections facility may place you in danger and your personal safety is not guaranteed. You may be exposed to offensive language/and or behavior.

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GUIDELINES ALWAYS TO BE ADHERED TO

- ❖ □ Access to facilities and contact with Incarcerated Persons is permitted for official business only. Private practice by professionals for purposes other than those stated in the application is prohibited.
- ❖ □ Always wear jail issued badge or visitor badge. Must be clearly displayed.
- ❖ □ Only communicate with Incarcerated Persons with whom you have approved business.
- ❖ □ Only go where regular business requires you to go.
- ❖ □ All persons are subject to search of their person and belongings.
- ❖ □ Conversations may be monitored or recorded.
- ❖ □ Receipt of any information that jeopardizes the personal safety of any person or the security of the institution must be reported to Corrections personnel immediately.
- ❖ □ All information concerning jail operations of the facilities and the Incarcerated Persons within them is considered confidential and may not be disclosed to anyone without approval from or Corrections personnel.
- ❖ □ Always follow instructions given by Correctional Officers.
- ❖ □ The Sheriff's Office reserves the right to cancel scheduled activities at any time, without notice, if required for security or orderly running of the facility.
- ❖ □ If you see Correctional Officers responding to an emergency, get safely out of the way and do not ask questions.
- ❖ □ In case of emergency, unless a Correctional Officer or Public Safety Officer directs you to do otherwise, and if safe to do so, make your way to the nearest exit and wait in a safe place to be accounted for.



SHERIFF'S OFFICE POLICY 400.8 – HOSTAGES

The Sheriff's Office does not recognize the taking of hostages as a reason to relinquish control of a correctional facility environment.

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IV. CONTRABAND AND PROHIBITED ITEMS

The control of contraband is one of the most important areas of jail security. As a broad definition, contraband can be defined as “anything in possession of a person that is contrary to the rules and regulations of the institution.”

Bringing certain contraband items into a jail facility is unlawful and may result in arrest and prosecution. All persons are subject to a security-screening search before entering a jail facility.

PROHIBITED ITEMS

- ❖ Personal items including keys, purses, backpacks, bags, wallets, cash.
- ❖ Weapons of any kind, replicas including firearms, ammunition, knives, chemical sprays, or explosives.
- ❖ Flammable materials including matches, lighters, candles, incense, and smudge.
- ❖ Drugs including prescription medication, over the counter medication, illegal drugs, alcohol, or tobacco.
- ❖ Electronic devices including cell phones, smart watches, cameras, pagers, audio or video recorders, computers, tablets, radios, or speakers (unless pre-approved by SCCSO Jail Contact).
- ❖ Supplies, including pens, pencils, sharpeners, highlighters, staples, scissors, binder clips, paper clips, binders, sticky notes/labels, card stock, construction paper, origami paper, envelopes, stamps.
- ❖ Food/Consumables. No food/consumables of any kind is allowed to be brought into the facility. Prior approval is required for communion supplies.
- ❖ Hygiene items including cosmetics, hair bands, lotion, tampons, toothbrushes, bobby pins.

Do not buy, give, promise or exchange any contraband with Incarcerated Persons under any circumstance.

Results of contraband are serious and can lead to great bodily injury or death. If an Incarcerated Person asks you for contraband of any kind, always decline.

Report incident to corrections personnel immediately.

V. PROFESSIONAL CODE OF CONDUCT

The Santa Cruz County Sheriff's Office is committed to providing high quality services to individuals in our custody.

To this end, the integrity of a professional relationship with Incarcerated Persons must always be maintained. Avoid doing or saying anything that could cause your character to be brought into question or suspicion.

It is your responsibility to know the policies and procedures of working in a corrections setting and to always uphold them. All violations of policies and procedures pose a threat to the security and safety of the correctional facility.

POLICY 514 - STAFF AND INCARCERATED PERSON CONTACT

This policy provides guidelines for appropriate and professional interaction between members and Incarcerated Persons and is intended to promote high ethical standards of honesty, integrity, and impartiality as well as increase facility safety, discipline, and morale. All custody staff, including support staff, contractors, and volunteers, will at all times present a professional and command presence in their contact with Incarcerated Persons.



PROFESSIONALISM IN A CORRECTIONAL FACILITY

- ❖ Be prepared.
- ❖ Maintain your assigned role and stay within your organization's mission and purpose.
- ❖ Know your professional goals and ethical limitations.
- ❖ Never enter the facility while under the influence of any substance, including prescription medications.
- ❖ Do not discriminate in duties based on race, religion, marital status, national origin, sexual orientation, gender identity, or the presence of any physical, mental, or sensory handicap.
- ❖ Maintain neutrality. Do not criticize the facility, staff, or Incarcerated Persons either by agreeing with criticism or speaking negatively.

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PROFESSIONAL ATTIRE

All persons must be appropriately dressed to enter the facilities. Clothing should allow for comfort yet maintain a level of professionalism commensurate with the position and job responsibilities.

Basic attire requirements:

- ❖ □Pants, shirt and closed-toed shoes.
- ❖ □Undergarments.
- ❖ □Clothing that provides appropriate coverage for a correctional setting.
- ❖ □Clothing that is not solid red, orange or bright blue.

The following is not permitted:

- ❖ □Crop tops, tank tops, leggings, shorts, or dresses/skirts.
- ❖ □Clothing that is tattered, frayed, or excessively worn.
- ❖ □Clothing that is too tight, transparent, or revealing.
- ❖ □Clothing that is too loose or excessively baggy.
- ❖ □Clothing or accessories that display images, words, or symbols that are offensive, obscene, gang related, hate related or that promote illegal activity or substance use.
- ❖ □Clothing that promotes businesses, sports teams, or activities unrelated to role.
- ❖ □Clothing or accessories made with metal.
- ❖ □Excessive jewelry or jewelry that could fall off or dangles.
- ❖ □Head coverings: Bandanas, beanies, hats (unless for religious purposes).
- ❖ □Display of tattoos or body art that is offensive, gang or hate related.
- ❖ □Strong perfumes or scents, including cigarette odors.



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PROFESSIONAL RELATIONSHIPS

The integrity of a professional relationship with Incarcerated Persons must always be maintained. This includes all in-person, telephone, written communication, and electronic interactions.

- ❖ □ Be aware of the verbal and nonverbal messages you relay.
- ❖ □ Use professional, respectful language when communicating with Incarcerated Persons.
- ❖ □ Communicate within the parameters of your professional role.
- ❖ □ Communication should be formal and professional when addressing Incarcerated Persons.
- ❖ □ Address Incarcerated Persons in a civil manner. The use of profanity or derogatory comments is prohibited.
- ❖ □ Refer to Correctional Officers by their last name unless instructed otherwise.
- ❖ □ Incarcerated Persons can address you by your first name if you are comfortable with it.
- ❖ □ Nicknames for either party should not be used.

PROFESSIONAL BOUNDARIES

- ❖ □ Adhere to facilities policies and procedures.
- ❖ □ Maintain appropriate physical distance.
- ❖ □ Stay within your role, mission, and purpose.

If you receive a subpoena related to your work in jail, you must report it to your jail contact immediately.

VIOLATIONS OF PROFESSIONAL RELATIONSHIPS AND BOUNDARIES

The following is not permitted:

- ❖ □ Providing services to friends, family, or past sexual or romantic relationships through your role.
- ❖ □ Sharing personal information about yourself, jail staff or Provider Staff/Volunteers with the Incarcerated Persons.
- ❖ □ Developing personal relationships with Incarcerated Persons or former Incarcerated Persons including interacting via social media.
- ❖ □ Communication via phone, or written correspondence with Incarcerated Persons unless pre-approved as part of your job duties, including communication for a period of 3 years following the last

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- professional contact. This includes communication if Incarcerated Persons are transferred to another jail or prison.
- ❖ □ Communication via Incarcerated Persons correctional facility tablets unless pre-approved as part of your job duties.
- ❖ □ Offer legal advice or discussing custody status unless pre-approved as part of your job duties.
- ❖ □ Taking or giving gifts, giving favors, or making promises. This includes purchase of commissary, bringing in outside food or drinks, putting money on their books, etc.
- ❖ □ Facilitating 3rd party contact on behalf of Incarcerated Persons, anyone within the facility, family member, or community member.
- ❖ □ Passing contraband from one Incarcerated Person to another.
- ❖ □ Writing letters of reference or appearing in court, unless pre-approved within your professional role to do so.
- ❖ □ Physical contact. Handshake or fist bump only. No hugging!
- ❖ □ Reacting to fliting, direct, or indirect come-ons.

Report all issues and incidents to a Correctional Officer, your jail contact and your supervisor.

VI. PRISON RAPE ELIMINATION ACT (PREA)

Santa Cruz County Sheriff's Office and the Correctional Bureau supports an environment which honors the right of all Incarcerated Persons to be free from sexual abuse and sexual harassment.

Sheriff's Office Policy 606.2-Zero Tolerance

This Office has a zero-tolerance policy regarding sexual abuse and sexual harassment in all facilities. This office will take appropriate affirmative measures to protect all Incarcerated Persons from sexual abuse and harassment, and promptly and thoroughly investigate all allegations of sexual abuse and sexual harassment.

PREA applies to incarcerated individuals. Incarcerated Persons sexually abused or harassed by other Incarcerated Persons, and Incarcerated Persons sexually abused or harassed by staff fall under PREA. Staff members, volunteers, contractors, etc., who are harassed or abused by Incarcerated Persons do not fall under PREA guidelines because they are not in custody. However, Incarcerated Persons who commit such acts on staff, will be charged and prosecuted for those crimes.

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Consent: Incarcerated Persons cannot legally consent to sexual relationships with Corrections personnel, including but not limited to: Correctional Officers / Deputies, Medical / Mental health personnel, Volunteers, Contractors, Agency representatives, Program Providers, Kitchen staff, Chaplains.

Sexual Abuse: Sexual contact of any person without consent that involves intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person. It includes abuse by a staff member, contractor, or volunteer with or without consent of the incarcerated person.

Sexual Harassment: Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one incarcerated person directed toward another incarcerated person. It includes sexual harassment by a staff member, contractor, or volunteer.

Sexual and/or inappropriate relationships between incarcerated persons and the above-mentioned persons are strictly prohibited. This office will take appropriate measures for anyone who becomes involved in such activities, up to and including prosecution.

Sheriff's Office Policy 606.4-REPORTING

Any employee, agency representative, volunteer or contractor who becomes aware of an incident of sexual abuse, sexual harassment, or retaliation against Incarcerated Persons or staff, shall immediately notify Sheriff's Office staff, who will forward the matter to a sexual abuse investigator. The above- mentioned persons can and will be held liable for failing to report incidents of abuse.

All Incarcerated Persons and staff who report sexual abuse or sexual harassment or who cooperate with sexual abuse or sexual harassment investigations shall be protected from retaliation.

Reports can be made either in writing or verbally to any Sheriff's Office staff member or by contacting Monarch Services 24-hour bilingual crisis line at 1-888-900-4232.

If an Incarcerated Person discloses a PREA violation or a PREA violation is witnessed, do not be concerned about breaking confidentiality with Incarcerated Person, immediately report incident to staff in accordance with guidelines outlined in this handbook and the Professional Conduct in a Jail Setting training.

All employees, Provider staff /volunteers, and vendors of the Santa Cruz Sheriff's Office are mandated reporters for PREA.

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PLEASE DO NOT HESITATE TO CONTACT US IF THERE ARE ANY QUESTIONS OR CONCERNS REGARDING ANYTHING OUTLINED IN THIS HANDBOOK.

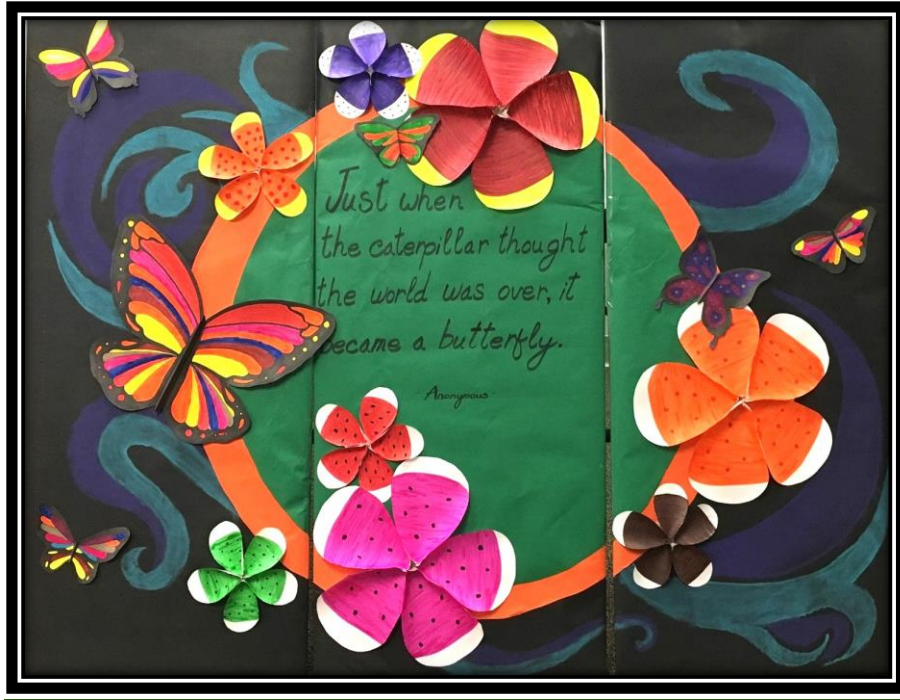
Main Jail Facility 259 Water Street, Santa Cruz, CA 95060	831-454-7800
Rountree Facility 90 Rountree Lane, Watsonville, CA 95076	831-454-7873
Rehabilitation and Reentry Facility 100 Rountree Lane, Watsonville, CA 95076	831-454-7873
Blaine Street Facility 141 Blaine Street, Santa Cruz, CA 95060	831-454-7861

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IN-CUSTODY PROGRAMS ADDENDUM

July 2024



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INTRODUCTION

Thank you for your valuable contribution of time, training, and experience to enhance the lives of Incarcerated Persons at the Santa Cruz County Jails. We sincerely appreciate your service to improving the safety of our community.

This section of the handbook is a guide for Provider Staff/Volunteers to serve as a reference manual during their term providing programs, services, and activities within the Corrections Bureau. The handbook provides an overview of the policies and operational procedures, as well as the responsibilities of Provider Staff and Volunteers, to provide services within the Corrections Bureau of the Santa Cruz County Sheriff's Office.

In-Custody Programs Mission

To provide Incarcerated Persons access to quality rehabilitative programs that provide an opportunity to focus on self-improvement; learn evidence-based interventions and skills to sustain healthy behaviors; and prepare for successful re-entry to the community; thereby reducing recidivism.



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I. IN-CUSTODY PROGRAMS OVERVIEW

The goal of the Sheriff's Office and Provider Staff/Volunteers is the same, to assist individuals to make safer choices that support healthier lifestyles and improve safety, functioning and quality of life while incarcerated and upon return to our community.

Core Values:

- ❖ **Safety**
- ❖ **Integrity**
- ❖ **Accountability**
- ❖ **Compassion**
- ❖ **Excellence**
- ❖ **Community**

PURPOSE OF IN-CUSTODY PROGRAMS

In-Custody Programs is one of three components of The Division of Reentry (DOR). In-Custody Programs refers to all programming offered to individuals who are incarcerated in the Santa Cruz County Jail.

TITLE 15: MINIMUM PROGRAM STANDARDS FOR LOCAL CORRECTIONS FACILITIES

The California Code of Regulations Title 15, Minimum Standards for Local Corrections Facilities, establishes the mandated areas of programming for Incarcerated Persons.

- □ Section 1061: Education and vocation
- □ Section 1064: Library services and access to community resources
- □ Section 1065: Exercise and recreation
- □ Section 1070: Individual and family services
- □ Section 1071: Incarcerated Person Voting
- □ Section 1072: Religious observances

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IN-CUSTODY PROGRAMS INVENTORY

We offer programming in each of our four facilities: Mail Jail - Maximum security for men and women; Rountree - medium security men’s facility; Blaine Street - medium security women’s program facility, and Rehabilitation and Reentry Facility - medium/minimum security men’s program facility.

Classes are divided into three general categories.

Programs: Cognitive behavioral based curricula, educational curricula, employment development, and vocational training.

Services: Benefits enrollment, health services, legal services, 12-step programming, library services, re-entry planning, spiritual support services, veteran’s services, and voting.

Activities: Visual arts, writing, recreation, mindfulness, and yoga.

- ❖ □ We offer over 40 types of activities, programs, and services available between all facilities.
- ❖ □ More than 100 total classes are facilitated each week. Most classes meet weekly, some are offered monthly or quarterly. Many classes are offered in multiple facilities and in both English and Spanish.
- ❖ □ About 25 service Providers offer programs within the facilities. Providers include community-based organizations, community groups, educational institutions, skilled and inspired individuals, and religious organizations. Some Providers offer various programs at multiple facilities.
- ❖ □ There are approximately 250 Provider Staff/Volunteers providing services throughout the facilities annually.
- ❖ □ Most of the programs offered in-custody are available to individuals in the community, to support continuity of care.

II. CLASS CURRICULUM

Jail based programming includes adult basic education, cognitive behavioral programs, vocational training, and enrichment activities that address criminogenic risk factors to reduce recidivism.

Risk factors can be addressed through various programs to help individuals involved in the justice system change their thoughts and actions; and learn valuable skills to get on a pathway towards a healthy future.

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CURRICULUM GUIDELINES

- ❖ □ Assure program content is consistent with the mission and objectives of In-Custody Programs.
- ❖ □ Curriculum must be evidence based and facilitated by a trained instructor.
- ❖ □ Printouts of clip art, photos, newspaper articles, etc. for Incarcerated Person personal use is not permitted and may only be provided if curriculum related and pre-approved by Program Coordinator.
- ❖ □ Movie clips, YouTube, TED talks, etc. (that are rated G or PG-13) may be shown as an educational aid upon pre-approval.
- ❖ □ Note: Incarcerated Persons may receive religious materials, library books, law library materials, and 12-step literature upon tablet request. These items may not be given to Incarcerated Persons by Provider Staff/Volunteers unless pre-approved.

**All curriculums must be pre-approved
by In-Custody Programs Manager and/or
Program Coordinator.**

SPECIAL CONSIDERATIONS FOR RELIGIOUS PROGRAMS

- ❖ □ One on one spiritual support needs to be approved and scheduled through In-Custody Programs. Proof of ordainment or endorsement by a recognized local faith community in good standing is required.
- ❖ □ If your service uses sacraments there is no alcohol allowed inside the facility. With the approval of In-Custody Program Coordinator, a sealed substitution and communion wafers maybe used.
- ❖ □ Any donations of religious materials, clothing etc. must be made through In-Custody Programs.
- ❖ □ Bring a message of faith, hope and community. No proselytizing.

MILESTONE CREDITS

AB624 and AB1597 authorize a Sheriff or County Director of Corrections to award a prisoner program credit reductions from his or her term of confinement for successful completion of specific program performance objectives for rehabilitative programming, including academic programs, vocational programs, vocational training, substance abuse programs, and core programs such as anger management and social life skills. These program credit reductions may be for one to six weeks annually and may be forfeited in the same manner as other program credit reductions.

**Incarcerated Persons can
earn up to 6 weeks of
credit reductions annually
from their term of
confinement for successful
completion of specific
program performance
objectives.**

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GUIDELINES FOR EARNING MILESTONE CREDITS

- ❖ □ Milestones only apply when Incarcerated Persons are sentenced to serve their time in the Santa Cruz County Jail.
- ❖ □ Incarcerated Persons are responsible for tracking their own program participation by using the In-Custody Program Worksheet.
- ❖ □ Providers Staff/Volunteer sign and date the participant’s worksheet at the end of class. No credit given if the Incarcerated Person leaves class early.
- ❖ □ Providers must maintain accurate records of Incarcerated Persons class attendance and program participation to track progress towards program completion and accrual of milestone credits. The Provider’s records are official records of attendance.
- ❖ □ Providers are responsible for issuing a Certificate of Completion to all Incarcerated Persons who complete 12 lessons of 1.5-hour/class curriculum, 18 lessons of 1-hour/class curriculum or at completion of program or at the end of cohort as determined by In-custody Programs. A certificate template will be provided to each program. Instructors update Incarcerated Person name, date, and sign the certificate. Print on regular or resume paper, no cardstock. Provide a copy of certificate to the Incarcerated Person and email a PDF copy to the Program Coordinator at the facility where class takes place.
- ❖ □ Milestone Credits are calculated annually (January 1 – December 31). Completed Milestone Credits are only processed for the current calendar year. They are not retroactive.
- ❖ □ No make-up classes for instructor absence, jail operations cancellations, facility transfers, illness, appointments, or court hearings.
- ❖ □ If a program is terminated and an Incarcerated Person has completed 7 classes, remaining credits can be earned in another class.
- ❖ □ Only 1 certificate earned in the previous calendar year may be applied to the current year.
- ❖ □ Milestone classes begun in the previous calendar year, may be continued for credits in the current calendar year.
- ❖ □ Once an Incarcerated Person is released from the jail (including on CAP) any remaining milestones that were earned are forfeited.
- ❖ □ If an Incarcerated Person obtained a High School Diploma, they are not eligible to receive time off for completion of the GED.

Providers are responsible for keeping accurate attendance records and issuing certificates of achievements.

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- ❖ Many classes can be taken multiple times annually for credit.
- ❖ Attendance and curriculum completion to be verified by instructors, In-Custody Program Worksheet, class sign-in sheets and must include certificates of completion. Copies of certificates are required to calculate Milestones.
- ❖ Incarcerated Person submits electronic request to Program Coordinator to request processing of milestone credits. If the information is accurate, a request for approval will go to the Programs Manager. If granted, Quality Control will make a credit adjustment.
- ❖ Milestone credits can take up to 7 days to process.
- ❖ Credit may be disallowed for disciplinary reasons at the discretion of the Sheriff's Office.



III. IN-CUSTODY PROGRAMS SUPPLIES

All class supplies must be approved by a Program Coordinator. Provider Staff/Volunteers' Corrections Access Profile may also be required to be updated and reflect approval for certain items prior to being allowed to be brought into the facilities.

PERMISSABLE SUPPLY ITEMS:

Provider Staff/Volunteers are not allowed to bring supplies into the facilities in clear tote bags, Ziplock bags or boxes. All items must be hand carried in.

The following items may be hand carried in:

- ❖ Paper program materials: Handouts and brochures – No card stock, resume paper thickness max. No staples, metal bindings, rubber bands or Post-its attached.
- ❖ Manila envelopes. Seal and metal clasp section must be removed.

- ❑
- ❖❑ Books, notepads, journals, composition books and folders. No metal clamps or bindings and no red or blue covers. Pre-approval needed to distribute.
- ❖❑ CDs or thumb drives for Provider Staff/Volunteer use only.
- ❖❑ One sealed plastic clear bottle of water for Provider Staff/Volunteer use only.



ITEMS TO CHECK OUT AT THE FACILITIES:

To prevent contraband from coming into the facilities, supplies for classroom instruction are provided. Programs may store additional pre-approved items at each facility.

Supply Bag

All items must be returned in the supply bag. If there are any faulty or broken items, please leave them in the bag and notify reception or a Correctional Officer prior to leaving the facility. If an item is not returned or missing at the end of class notify a Correctional Officer prior to exiting the classroom.



All supply bag items are for instructor use only, except for Incarcerated Person pens.

- ❖❑ 2 Expo white board markers
- ❖❑ 1 Dry erase eraser
- ❖❑ 1 Instructor pen
- ❖❑ 5 Pack of Incarcerated Persons pens
 - ❑ For Incarcerated Person use if they forget a pen or their pen runs out of ink. Must be returned at the end of class.

Electronic Devices

Providers may check out a laptop, and/or DVD/CD players upon pre-approved request.

Keys (R&R ONLY)

Instructors may check out keys to the Programs Office and cabinets in the room in which they are assigned. Providers are responsible for the keys at all times and are not to be left in cabinets or on tables within the classroom.

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ITEMS STORED AT THE FACILITIES

Provider Staff/Volunteers who need materials in addition to what is hand carried in or is provided in the Supply Bag, may store and check out pre-approved items at all facilities. To store or replenish items, contact the Program Coordinator. All items must be prearranged for inspection prior to storage. No items can be brought into the facilities or taken out of the facilities without pre-approval.

The types of items that can be approved to be stored include:

- ❖ □ Art supplies: Paper, colored pencils, chalk, magazines (no staples) and crayons
- ❖ □ Religious supplies: Candles (battery operated), prayer cloths, and religious objects
- ❖ □ Curriculum: Books, handouts, journals
- ❖ □ Calculators (R&R & Blaine)

IV. CLASS MANAGEMENT

Provider Staff/Volunteers are responsible to know their tasks and group responsibilities. Please refer immediate questions regarding appropriateness of class materials, class management, scheduling, or safety to a Correctional Officer and follow up with your direct supervisor and Programs Coordinator.

Know your professional goals, ethical limitations and the populations you serve. Always address disruptive or manipulative behavior and act as issues arise.

PROVIDER COMMITMENT

Provider Staff/Volunteers will ensure that culturally, linguistically, cognitively, and developmentally appropriate and proficient services will be provided to facilitate full engagement, positive change, and reentry success.

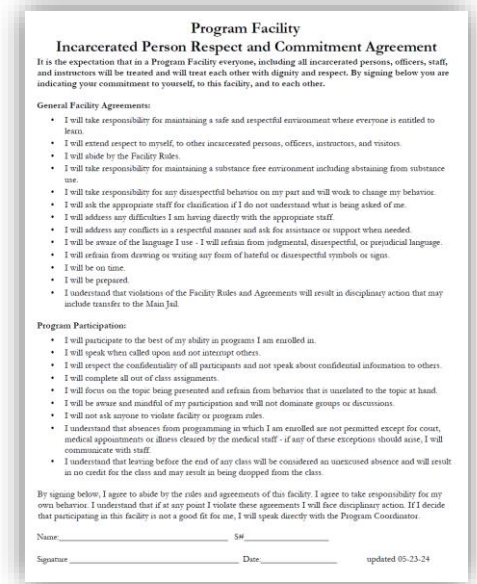
This is accomplished by assessing individual needs at multiple points in the provision of services and tailoring responses to meet those needs as well as reassessing the effectiveness of their services within a culturally relevant framework.

INCARCERATED PERSONS GUIDELINES FOR PARTICIPATION IN PROGRAMS

The Sheriff's Office is committed to the success of each Incarcerated Person to achieve their academic and personal goals through full participation in the services and programs offered in the jails. The guidelines outlined in the Incarcerated Person Respect and Commitment Agreement have been established to promote a safe, supportive, and flourishing learning environment for students and Provider Staff/Volunteers. Adherence to these guidelines is mandatory for class participation.

RESPECT AND COMMITMENT AGREEMENT:

It is the expectation that in a Program Facility everyone, including all Incarcerated Persons, Correctional Officers, Personnel and Instructors will be treated and will treat each other with dignity and respect.



GUIDELINES FOR WORKING WITH INCARCERATED PERSONS

THE FOLLOWING GUIDELINES MUST ALWAYS BE ADHERED TO:

- ❖ Maintain a safe learning environment for all participants.
- ❖ Stay within your program's mission and purpose. Only facilitate approved curriculum and program content.
- ❖ Refer Incarcerated Persons to In-Custody Program Coordinator to assist them with issues that your program may not address.
- ❖ Provider Staff/Volunteers may only provide services for one Organization in-custody. If you provide services for multiple organizations in the community, you must maintain a clear boundaries within each role.
- ❖ Classroom lights must always be kept on. No dimming classroom lights.
- ❖ Do not lower or close your eyes for an extended period (example: in prayer, meditation, yoga).
- ❖ Be aware of the verbal and non-verbal messages you send out. Be conscious of your own biases and prejudices and avoid using language and behavior that may convey biases and prejudices to Incarcerated Persons.

- ❖ It is generally unnecessary to ask Incarcerated Persons about their crimes or allow them to divulge details about their crimes. This can be embarrassing or upsetting for the Incarcerated Persons and cause unnecessary or harmful interactions.
- ❖ Know your audience. Do not discuss a topic or bring in materials that can in any way jeopardize the safety and wellbeing of an Incarcerated Person. It is important to maintain sensitivity to gang affiliations and communal living environments.
- ❖ Do not “open” a challenging topic with Incarcerated Persons if you cannot support them to regain emotional stability by the end of class. If this happens inadvertently, notify the Correctional Officer immediately.
- ❖ Let a Correctional Officer know if an Incarcerated Person appears to be in crisis or if there were incidents in your group that could impact the housing unit (i.e., a disagreement or argument between Incarcerated Persons, the exchange of contraband between Incarcerated Persons).

You are responsible for monitoring Incarcerated Persons activities in the classroom.

- ❖ Incarcerated Persons must always be in sight.
- ❖ Do not permit Incarcerated Persons to deface property in any way including drawing on furniture.
- ❖ Do not permit Incarcerated Persons to take supplies or materials of any kind or access to cabinets, etc.
- ❖ All supplies and materials must be accounted for at the end of class.

You are not responsible for discipline of Incarcerated Persons.

- ❖ If an Incarcerated Person is disruptive or unable to participate appropriately, call a Correctional Officer to remove the Incarcerated Person and note this on the attendance form at the end of class. Please also contact the Program Coordinator directly.
- ❖ If there is a fight between Incarcerated Persons do not attempt to intervene physically. Use the available panic alarm or immediately get the attention of Corrections personnel.
- ❖ If an Incarcerated Person is aggressive toward you, use the available panic alarm or immediately get the attention of Corrections personnel. Do not argue with the Incarcerated Person. Your goal is to get away and report the incident to a Correctional Officer.

Always report lost materials or classroom management issues to an officer immediately.

V. IN-CUSTODY PROGRAMS FORMS

There are various In-Custody Programs forms that Provider Staff/Volunteers are responsible for managing and completing. Accurate records and timely completion of these forms are essential to ensure efficient management of In-Custody Programs.

ATTENDANCE FORMS

Incarcerated Persons select classes based on criminogenic needs and interest. They attend classes through open enrollment classes or managed enrollment classes. For open enrollment classes, any Incarcerated Person can choose to attend class or not when provided to their unit. Incarcerated Persons sign in on the Attendance Form. For managed enrollment classes, Incarcerated Persons enroll in a program, enter program at specified times, and are expected to attend class for the duration of the program or until officially dropped from the class. The Attendance Form lists the names of the students enrolled in the class and those on the waitlist.

Provider Staff/Volunteers must complete an Attendance Form each time they meet with Incarcerated Persons individually and/or conduct a class. The Attendance Form tracks attendance in class (either by individual participant or total numbers) and verifies that class was held. If an Attendance Form is not submitted, there is no record that class occurred. If a class is cancelled due to jail operations, complete an Attendance Form (see below) and write "class cancelled" in comments section.

Completing Attendance Forms:

Two copies of the class Attendance Form will be provided at Reception when signing in for class. One for Provider record and one is to be submitted at the end of class to In-Custody Programs.

❖ Complete the top portion of the form:

- **Open Classes:** Circle the facility, write the date (month/day/year), time, organization, class name, instructor name, housing unit and total number of participants.
- **Managed Enrollment Classes:** Class information is printed on the form. Write the date (month/day/year), time, name of instructor, # absent and # attended.

❖ Track attendance:

- **Open Classes:** At the end of class, the participants write their name on the attendance sheet. Assure that the same number of Incarcerated Persons signed in as attended group. For anonymous groups, the instructor writes the total number of attendees at the top of the form, no names are required. Incarcerated Persons may choose to sign in to get "credit".
- **Managed Enrollment Classes:** Instructors take roll in class. Incarcerated Persons do not sign the form.

SANTA CRUZ COUNTY SHERIFF'S OFFICE
INMATE PROGRAM ATTENDANCE FORM

FACILITY (CIRCLE ONE): MAIN JAIL / BLAIR ST. / ROUNDTREE CAMPUS

Organization _____ Instructor Name _____ Class Name _____

Date _____ Start Time _____ End Time _____ Unit _____ Number of Participants _____

Please have participants sign in at the beginning of class (anonymous groups). For credits to be earned, the instructor must make the "roll" for each attendance for entire class. Instructors # of credits earned and credit roll of certificates to Inmate Programs.

NAME	ID	Credit Earned	Creditation Earned
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Comments: _____

An Attendance Form must be completed & turned in for all individual meetings and groups. Please turn in Attendance Form & copies of certificates in the drop box in Reception prior to leaving facility.

- ❖ **Credit Earned:** At the end of class, instructor initials in the “credit” column for those students who participated and attended the full class.
- ❖ **Certificates Earned:** Instructor initials this column to document those who successfully completed the class hours and curriculum required to earn a program certificate. A copy of the certificate is given to the Incarcerated Person and a PDF digital copy is emailed to the In-Custody Program Coordinator. Certificates are required to calculate milestone credits.
- ❖ **Comments:** This section is for non-urgent comments about class. Please include class topic and any feedback on class. Specifically any behavioral issues that occurred in class, can be emailed to In-Custody Program Coordinator.
- ❖ **One completed form must be returned to the drop box near Reception or the inbox in R&R Programs Office after each class.**

NAME	Enrollment Date	Credit Earned	Certificate Earned
1. Brady, Tim	01/05/24		
2. Carr, Jackson	05/06/24		
3. Dick, Spivy	08/07/23		
4. Mason, Samuel	07/25/22		
5. Parks, Carl	02/16/24		
6. Smith, Steve	05/16/24		

IN-CUSTODY PROGRAM WORKSHEET

It is the Provider’s responsibility to track Incarcerated Person class attendance to verify the earning of Certificates of Completion and milestone credits. The Provider’s records are the official record of program attendance. Incarcerated Persons track their class attendance on the In-Custody Programs Worksheet, which lists all the classes offered at the facility.

- ❖ Incarcerated Persons must attend the whole class to receive full credit for attendance.
- ❖ Instructors date and initial in the appropriate signature box to authorize class attendance at the end of class.
- ❖ Incarcerated Persons are responsible for keeping track of their forms.

PROGRAM PARTICIPATION SUMMARY AND LETTERS OF REFERENCE

Provider Staff/Volunteers are not permitted to write letters of reference or support for Incarcerated Persons under any circumstance. If an Incarcerated Person requests a letter of reference or support, please refer them to contact their In-Custody Program Coordinator for a Program Summary.

In-Custody Program Coordinator will provide a Program Summary for Incarcerated Persons upon request. This document can be used for court hearings, pretrial services, Probation, applications to treatment programs, Custody Alternatives Program, etc.

VI. IN-CUSTODY PROGRAMS CORRECTIONS ACCESS

Information on the criteria to apply for and maintain Corrections access is outlined in the general corrections bureau section of the manual. The information below outlines the procedures for applying for and maintaining Corrections access through In-Custody Programs.

PROCEDURE FOR NEW STAFF/VOLUNTEERS TO APPLY FOR CORRECTIONS ACCESS

- ❖ All new Provider Staff/Volunteer who have Incarcerated Person contact must complete a Corrections Access Application, pass a background check, attend Professional Conduct in a Jail Setting training and attend an Onboarding tour at the facilities they will instruct at prior to providing any type of service to Incarcerated Persons.
- ❖ All applicants must review the current In-Custody Programs Handbook prior to completing the Corrections Access Application so they are aware of and agree to follow the guidelines required to provide services in custody.
- ❖ All Providers must have a designee who is the only person approved to submit Corrections Access Applications on behalf of the organization. The designee submits an electronic copy of applicant's completed Corrections Access Application and a clear copy of the applicant's government issued identification (i.e. Driver's License, Passport, State ID) to SHFJailClearance@santacruzcountyca.gov to process the initial background check. Applicant will be registered for the next scheduled training date. Confirmation email will be sent to Designee.
- ❖ Applications missing information or illegible copies of ID will not be processed.
- ❖ In-Custody Program Coordinators will notify designee within approximately 7 – 14 business days of application submission that either (1) applicant has cleared the initial background and will be registered for training or (2) they did not pass initial background and access is denied.
- ❖ Provider Staff/Volunteer applicants must also complete live scan prior to attending training. Applicants must bring the "Request for Live Scan Service" document for Santa Cruz County Sheriff with them to the live scan appointment so the live scan can be processed appropriately. Applicants must submit verification of completed live scan to assigned Program Coordinator 7 days prior to scheduled training. Applicants will not be allowed to attend training if they have not submitted live scan verification. Providers that do not require live scan will be notified by In-Custody Program Coordinator.
- ❖ The designee must inform the In-Custody Program Coordinator if applicant cannot attend scheduled training and/or Corrections Access is no longer needed.
- ❖ Upon completion of training, new Provider Staff/Volunteers are cleared to provide services once they complete on-boarding at the facility in which they will provide classes.

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TRAINING REQUIREMENTS

To obtain and maintain Corrections Access, all Provider Staff/Volunteers must attend an annual training on Professional Conduct in a Jail Setting and In-Custody Programs.

- ❖ □ All new Provider Staff/Volunteers must attend the Professional Conduct in a Jail Setting & In-Custody Programs training and facility onboarding tour(s) prior to providing any type of service to Incarcerated Persons in-person, tele-class, independent study, or other method.
- ❖ □ The annual training is to be completed either the month prior to or the month in which Provider Staff/Volunteer previously completed training to maintain approved Corrections Access status. If the Provider Staff/Volunteer does not complete the annual training, their clearance will expire on the last day of the month in which they previously completed training. It will not be re-activated until they complete the annual training.



TRAINING REGISTRATION

- ❖ □ Refer to current training schedule for day, time, and location of training.
- ❖ □ Designee must refer to the Organization Roster to identify when Provider Staff/Volunteers need to complete the annual 3-hour training. Designee emails SHFJailClearance@santacruzcountyca.gov to request registration of Provider Staff/Volunteers for the training needed. The Corrections Personnel will confirm training enrollment with designee.
- ❖ □ The maximum number of registrants for each organization is based on capacity.
- ❖ □ Registrants are expected to follow all Corrections Access Agreements outlined in the In-Custody Programs Handbook.
- ❖ □ Registrants are expected to arrive at least 15 minutes prior to the training.
- ❖ □ The Program Coordinator will send designee an updated roster by the first week of each month following the month in which there were any new/renewed staff/volunteers or when staff/volunteer's access is terminated.

ONBOARDING OF NEW PROVIDER STAFF/VOLUNTEERS

All new Provider Staff/Volunteers must attend a Facility Onboarding Tour with a Program Coordinator at the facility they are conducting classes after they have completed the Professional Conduct in a Jail Setting and In-Custody Programs training and prior to shadowing a class or facilitating their first class.

- ❖ □ Provider Staff/Volunteers must be onboarded at each facility where they provide services.

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- ❖ Tours dates and times are scheduled in advance. Tour dates and times will be available to sign up for at annual training or the Program Coordinator will contact Provider Staff/Volunteer directly to schedule.
- ❖ All new instructors will be shadowed by In-Custody Program Coordinators after facilitating classes for 60 days, at each facility. The purpose of shadowing a class is to provide support to new Provider Staff/Volunteers and to ensure that they are adapting to facilitating classes in-custody. This is an opportunity for In-Custody Program Coordinators to connect with Providers to preemptively clarify policies and procedures, offer constructive feedback, and support successful facilitation of assigned curriculum to ensure maximum engagement of Incarcerated Persons.

VII. PROVIDER VIOLATIONS OF PROGRAM POLICIES AND PROCEDURES

It is the responsibility of the Provider Staff/Volunteer to know the policies and procedures of In-Custody Programs and the Corrections facility where services are being provided, not the Correctional Officers or Incarcerated Persons.

**General Guidelines: Ask before you act and refer to the handbook.
If you have not discussed it with your In-Custody Program Coordinator don't do it.**

WHEN POLICIES AND PROCEDURES ARE VIOLATED

- ❖ If a minor policy or procedure is not upheld, a friendly reminder will be given. A follow up email will be sent to the Provider Staff/Volunteer and their supervisor with the handbook procedure violation reference.
- ❖ If more than one policy or procedure is not upheld, the Provider Staff/Volunteer will be required to complete training again. If the same violation is committed again, the Provider Staff/Volunteer will be suspended for 30 days and must complete training again.
 - Corrections access will be unrestricted after 30 days and completion of training.
- ❖ If the Provider Staff/Volunteer commits a major violation of working in a Corrections setting, outlined in the Corrections Bureau Handbook, Corrections Access will be suspended for a length of time determined by SCCSO staff or Corrections Access will be terminated.



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VIII. GENERAL PROCEDURES FOR ENTERING AND EXITING FACILITIES

All In-Custody Programs run on a facility specific block schedule.

Provider Staff/Volunteers are escorted in and out of the facility with others on the same schedule. It is essential that Provider Staff/Volunteers are prepared and on time so that the facility block schedule can be maintained.

Please arrive 15 minutes prior to the start time of your class to allow time to check-in with Reception and escort process. If you are late, your class may be cancelled.

ENTRY PROCEDURES

- ❖ If the lobby is not open, press the “Call Button” next to lobby doors and let the Correctional Officer in Control know your name and the program you are there to facilitate. Corrections Personnel will let you into the lobby.
- ❖ Do not come to the facility if symptomatic for COVID-19 or other illness.
- ❖ Sign the Programs Visitors Log noting date and time of arrival and class. The log is located at Reception.
- ❖ Leave ID and keys at Reception. All other personal items must be stored in car or in lockers at Main Jail and Blaine.
- ❖ The Receptionist or Correctional Officer checking you in will provide a visitor badge, which must always be visible.
- ❖ Check out a supply bag at Reception. Confirm all items are in bag.
- ❖ Obtain classroom assignment, Program Attendance Form or Managed Enrollment Form from Reception or the Correctional Officer.
- ❖ Walk through metal detector to be screened.
- ❖ Show any class materials to the escorting Correctional Officer, upon request.
- ❖ An escorting Correctional Officer will take Provider Staff/Volunteer into the secure portion of the facility and to the assigned classroom.
- ❖ Inform escorting Correctional Officer if pre-approved supplies need to be retrieved from bin in the program closets prior to entering the classroom.
- ❖ Incarcerated Persons will arrive in class escorted by a Correctional Officer after the provider is in the classroom.

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EXIT PROCEDURES

- ❖ □ When the class has ended, gather up and count materials to assure all are accounted for. Notify an Correctional Officer immediately if any items are missing.
- ❖ □ Sign In-Custody Program Worksheets as requested by Incarcerated Persons.
- ❖ □ Complete Programs Attendance Form.
- ❖ □ Exit the classroom.
 - □ At Main Jail and Rountree press call button to alert Correctional Officers to escort Incarcerated Persons back to units and provider out of the secure area of the facility.
 - □ At Blaine St: Release students from class and walk to lobby.
 - □ At R&R: Return any pre-approved supplies to assigned cabinet(s). Release students from class, notify the in unit Correctional Officer to be escorted out or return to Programs Office and call for an escort out.
- ❖ □ Notify a Correctional Officer of any concerns about Incarcerated Person's wellbeing so they can check in with them, follow up with Programs.
- ❖ □ Return any pre-approved supplies to the assigned bin in the Programs Closet at Blaine, Main Jail or Rountree.
- ❖ □ Check-out at Reception.
 - □ Return visitor badge, classroom keys (R&R) and supply bag. Notify reception of any missing, broken, or expended supplies.
 - □ Retrieve ID, and keys from Reception.
 - □ Submit one completed Programs Attendance Form at the drop box near the reception window. Keep one for your records.
 - □ Sign-out on the Program Visitors Log, noting time of departure.
 - □ Exit the facility and **have a great day!**



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THANK YOU!

WE APPRECIATE YOUR COMMITMENT TO PROVIDE QUALITY SUPPORT AND SERVICES TO OUR INCARCERATED POPULATION.

PLEASE DO NOT HESITATE TO CONTACT IN-CUSTODY PROGRAMS STAFF IF THERE ARE ANY QUESTIONS OR CONCERNS REGARDING ANYTHING OUTLINED IN THIS ADDENDUM.

**Kristie Clemens
In-Custody Programs Manager**

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**Lisa Zack
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In-Custody Programs Coordinator
Women's Services**

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

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

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the 2022 RSAT Request for Application and described in Appendix B.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

- 1) Books and Records

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

- 2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Residential Substance Abuse Treatment (RSAT) Program Request for Proposal and Attachment 2: Residential Substance Abuse Treatment (RSAT) Program Grant Proposal, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

9. WAIVER

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

EXHIBIT E: 2021 RSAT FEDERAL CONDITIONS**1. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of 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.

3. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, 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, 2021, will satisfy this condition.

EXHIBIT E: 2021 RSAT FEDERAL CONDITIONS

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

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

4. Safe policing and law enforcement subrecipients

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

5. Effect of failure to address audit issues

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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

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

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.

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

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

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

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").

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

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

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

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

14. Determination of suitability to interact with participating minors

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

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

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

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15. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

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

16. Compliance with DOJ Grants Financial Guide

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

17. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

19. Potential imposition of additional requirements

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

20. Employment eligibility verification for hiring under the award

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

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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.

EXHIBIT E: 2021 RSAT FEDERAL CONDITIONS

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

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

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

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

a. 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

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

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

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

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

23. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24. 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.

25. 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.

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

26. Restrictions on "lobbying"

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

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

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

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

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

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

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to

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trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29. Requirement to report potentially duplicative funding

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

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

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

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

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

31. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).

32. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

33. The recipient agrees to make available at least 10 percent of this year's allocation to local correctional and detention facilities (provided such facilities exist) for programs that are allowable under the current Fiscal Year Guidance. Such programs include, but are not limited to, residential substance abuse treatment programs, jail-based substance abuse treatment programs and aftercare services for offenders who remain on community supervision.

34. The recipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

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35. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
36. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

37. 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).

38. 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.

39. 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.

40. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept

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

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

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

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

EXHIBIT F: 2022 RSAT FEDERAL CONDITIONS**1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)**

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier

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-- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5. Required training for Grant Award Administrator and Financial Manager

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

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

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

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

6. Effect of failure to address audit issues

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of

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information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

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

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

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

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

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

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

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

15. Determination of suitability to interact with participating minors

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

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

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

EXHIBIT F: 2022 RSAT FEDERAL CONDITIONS**16. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.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.

17. Compliance with DOJ Grants Financial Guide

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

18. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Potential imposition of additional requirements

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

20. Employment eligibility verification for hiring under the award

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

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

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated

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provisions of 8 U.S.C. 1324a(a)(1).

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

2. Monitoring

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

3. Allowable costs

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

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

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

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

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor

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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

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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.

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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:

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Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

30. FFATA reporting: Subawards and executive compensation

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

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

31. The recipient agrees 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.
32. 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.
33. 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.
34. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool

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(PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

35. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
36. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.
37. 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.
38. Use of program income
Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
39. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).
40. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
41. The recipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
42. The recipient agrees to make available at least 10 percent of this year's allocation to local correctional and detention facilities (provided such facilities exist) for programs that are allowable under the current Fiscal Year Guidance. Such programs include, but are not limited to, residential substance abuse treatment programs, jail-based substance abuse treatment programs and aftercare services for offenders who remain on community supervision.
43. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address

EXHIBIT F: 2022 RSAT FEDERAL CONDITIONS

opioid abuse reduction.

44. 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.

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

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

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

46. The recipient may not draw down any funds under this award until the Office of Justice Programs (OJP) has reviewed and approved the budget narrative, and an Award Condition Modification (ACM) has been issued to remove this award condition. The recipient may obligate these funds and/or obligate or expend non-federal funds but, if done prior to the removal of this award condition, recipient accepts the risk that such obligations or expenditures may not be reimbursable to this award. Recipient should further be aware that the provisions found herein may be superseded by more restrictive award conditions otherwise placed upon this award.

EXHIBIT G: 2023 RSAT FEDERAL CONDITIONS

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. 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."

3. 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.

4. 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

EXHIBIT G: 2023 RSAT FEDERAL CONDITIONS

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.

5. 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").

6. 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.

7. 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.

8. 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.

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

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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.

10. 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.

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

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

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

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

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

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

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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.

12. 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.

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

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

14. 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

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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.

15. 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>.

16. 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.

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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.

17. 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.

18. 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 October 15, 2020, will satisfy this condition.

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

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

19. 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

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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.

20. 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.

21. 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

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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.

22. 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.

23. 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.

24. 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.

25. 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.

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26. 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.

27. 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.

28. 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>.

29. 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.

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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).

30. 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.

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

32. 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>.

33. 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.

EXHIBIT G: 2023 RSAT FEDERAL CONDITIONS**34. 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).

35. 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).
36. The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. 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." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)
37. 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.

EXHIBIT G: 2023 RSAT FEDERAL CONDITIONS

38. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).
39. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
40. The recipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
41. The recipient agrees to make available at least 10 percent of this year's allocation to local correctional and detention facilities (provided such facilities exist) for programs that are allowable under the current Fiscal Year Guidance. Such programs include, but are not limited to, residential substance abuse treatment programs, jail-based substance abuse treatment programs and aftercare services for offenders who remain on community supervision.
42. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
43. Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
44. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
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. The recipient may not draw down any funds under this award until (1) the recipient submits a budget, budget narrative and programmatic narrative reflecting their full award amount via Programmatic Cost Grant Award Modification (GAM), (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition. The recipient may obligate these funds and/or obligate or expend non-federal funds but, if done prior to the removal of this award condition, recipient accepts the risk that such obligations or expenditures may not be reimbursable to this award. Recipient should

EXHIBIT G: 2023 RSAT FEDERAL CONDITIONS

further be aware that the provisions found herein may be superseded by more restrictive award conditions otherwise placed upon this award.

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

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

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

48. 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.

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

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

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

POLICY NUMBER: 2024-08582
 Named Insured: Volunteer Center of Santa Cruz County*

COMMERCIAL GENERAL LIABILITY
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2024-08582
 Named Insured: Volunteer Center of Santa Cruz County*

COMMERCIAL GENERAL LIABILITY
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

NAMED INSURED: Volunteer Center of Santa Cruz County*

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 04-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/1/2024	Policy No.	TES4452908	Endorsement No.	1
Insured	Volunteer Center of Santa Cruz			Premium \$	
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

Certificate Of Completion

Envelope Id: EB88C41219024DF993C5E670D630A7C1

Status: Sent

Subject: Complete with DocuSign: Contract 25C4973 Volunteer Center, BOS 10.29.24 AMS 16592 .pdf

Source Envelope:

Document Pages: 105

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Dalissa Escobar

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Dalissa.Escobar@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Dalissa Escobar

Location: DocuSign

9/30/2024 10:51:15 AM

Dalissa.Escobar@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Signature

Timestamp

Ryan Thompson

Ryan.thompson@santacruzcountyca.gov

Security Level: Email, Account Authentication (None)

Signed by:

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Sent: 9/30/2024 10:57:47 AM

Viewed: 9/30/2024 1:42:52 PM

Signed: 9/30/2024 1:44:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.132.34.15

Electronic Record and Signature Disclosure:

Accepted: 9/30/2024 1:42:52 PM

ID: 81b4dd12-d690-48c0-8855-256b54a2ad66

Karen Delaney

kd@scvolunteercenter.org

Executive Director

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Sent: 9/30/2024 1:44:55 PM

Viewed: 9/30/2024 4:18:31 PM

Signed: 9/30/2024 4:18:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 40.133.238.62

Electronic Record and Signature Disclosure:

Accepted: 9/30/2024 4:18:31 PM

ID: dfc5334e-45e1-48fc-995e-74076d945d53

Gina Occhipinti Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Sent: 9/30/2024 4:18:55 PM

Viewed: 9/30/2024 4:24:23 PM

Signed: 9/30/2024 4:24:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jim Hart

jim.hart@santacruzcountyca.gov

Sheriff-Coroner

Security Level: Email, Account Authentication (None)

Signed by:

D814A2E028714D5...

Sent: 10/29/2024 1:21:25 PM

Viewed: 10/29/2024 1:22:12 PM

Signed: 10/29/2024 1:22:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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ID: 1a207a95-cdda-4651-af25-2dad798ca881

CBD eSignature
cbd.esignature@santacruzcountyca.gov
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Sent: 10/29/2024 1:22:31 PM

Electronic Record and Signature Disclosure:
Accepted: 6/20/2024 3:08:48 PM
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Dalissa Escobar
dalissa.escobar@santacruzcountyca.gov
Security Level: Email, Account Authentication (None)



Sent: 9/30/2024 4:24:55 PM
Viewed: 10/29/2024 1:21:24 PM

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:
Accepted: 3/22/2022 10:37:52 AM
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 9/30/2024 10:57:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.