

JUDICIAL COUNCIL OF CALIFORNIA
INTRA-BRANCH AGREEMENT COVERSHEET (rev 6-17-20)

AGREEMENT NUMBER
108162

1. In this intra-branch agreement (the "Agreement"), the term "Court" refers to the **Superior Court of California, County of San Francisco** and the term "Judicial Council" refers to the **Judicial Council of California**.

2. This Agreement is effective as of **September 1, 2024** (the "Effective Date") and expires on **August 31, 2026**

3. The title of this Agreement is **Byrne State Crisis Intervention Grant Program**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The amount awarded by the Judicial Council to the Court under this Agreement (the "Award Amount") is **\$3,236,575.64**

5. This Agreement incorporates the following Exhibits and Attachments:

Exhibit A: Project to be Funded



Exhibit B: Payment Provisions

Exhibit C: General Terms

Attachment A: FY 2022-2023 Byrne SCIP Federal Conditions

Attachment B: Data Collection List

Attachment C: Project Budget

JUDICIAL COUNCIL'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California	Superior Court of California, County of San Francisco
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING  Brandon E. Riley, Court Executive Officer
DATE EXECUTED August 29, 2024	DATE EXECUTED 08/27/2024
ADDRESS Attn: Procurement Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688	ADDRESS Attn: Brandon E. Riley, Court Executive Officer Superior Court of California, County of San Francisco 400 McAllister St, Suite 205 San Francisco, CA 94102

Judicial Council Internal Use Only						
Fund Title	Item	Fiscal Year	Chapter	Statute	Chart Fields	Amount
0001	001	2024-2025	22	2024	001-0001-2024-5436000-5436000000-0150010-0250M111-JCM_BSCC-BSCC_Grant	\$3,236,575.64

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

EXHIBIT A
PROJECT TO BE FUNDED

1. Background

As authorized by the Bipartisan Safer Communities Act of 2022, this Agreement outlines the use of US Department of Justice Byrne State Crisis Intervention Program (SCIP) funds in California Superior Courts to support collaborative justice model mental health diversion courts, military diversion courts and veterans treatment courts and related programs or initiatives that work to keep guns out of the hands of those who pose a threat to themselves or others.

2. Project Description

This Agreement's project is defined as the following ("Project"):

Under an agreement with the California Board of State and Community Corrections (BSCC), the Judicial Council is awarding grant funds to the Superior Court for the program activities detailed in response to a Request for Proposals issued in May 2024. The funds identified in this Agreement will support collaborative justice model mental health diversion courts, military diversion courts and veterans treatment courts. Participants in these programs may include individuals with firearm violations and other previously excluded charges among their proposed target population for services. Funds will support local justice system partnerships that collaborate to improve the thoroughness and efficiency of prohibited persons checks and requirements for firearms relinquishment as appropriate.

3. Work Requirements

- A. Cooperate and coordinate with the Judicial Council to facilitate the objectives of this Agreement.
- B. Oversee the development and implementation of the Project.
- C. Ensure that grant funds are used for activities related to the courts implementing a new court program or enhancing an existing one.
- D. Ensure that grant funds are not used to supplant or replace other sources of funds that have been already appropriated or allocated for the same purpose. If a question of supplanting arises, the Court will be required to substantiate that the

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

reduction in non-grant resources occurred for reasons other than the receipt or expected receipt of these grant funds.

- E. Participate in local planning, coordination and/or collaboration with neighboring courts, law enforcement, and/or other partners.
- F. Collect uniform data and reporting information as required by the Judicial Council including, but not limited to:
 - i. Attachment B Data Collection List
 - ii. Quarterly program progress reporting
- G. Participate fully in any Judicial Council sponsored evaluation of this Project.
- H. Respond to needs identified by initial evaluation results to meet agreed-upon objections.
- I. Cooperate in any Project audit and site visits conducted by the Judicial Council Project Manager or designee.
- J. Ensure that the duties and responsibilities of Project staff are in accordance with the terms of this Agreement.
- K. Ensure that reimbursement claims are limited to that portion of time staff is engaged in the Project and in accordance with instructions issued by the Judicial Council.

4. Project Schedule

The Court will complete the Project no later than **August 31, 2026**. Unless otherwise notified, due to fund restrictions, requests for extensions of time past **August 31, 2026** cannot be considered.

5. Reporting

- A. The Court will submit quarterly reports to the Judicial Council's Program Manager as set forth in Table A-1. The purpose of the periodic reports is to provide the Court and the Judicial Council with an evaluation of Project in relation to this Agreement. Failure to supply a periodic report will result in a delay of payment under this Agreement.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Table A-1

Description/ Period of Performance	Due Date
September 1, 2024 to September 30, 2024	October 1, 2024
October 1, 2024 to December 31, 2024	January 2, 2025
January 1, 2025 to March 31, 2025	April 1, 2025
April 1, 2025 to June 30, 2025	July 1, 2025
July 1, 2025 to September 30, 2025	October 1, 2025
October 1, 2025 to December 31, 2025	January 1, 2026
January 1, 2026 to March 31, 2026	April 1, 2026
April 1, 2026 to June 30, 2026	July 1, 2026
July 1, 2026 to August 31, 2026	August 31, 2026

- B. A template and instructions for submitting quarterly program reports, as well as data collected per Attachment B, Data Collection List will be sent electronically to the Court by the Judicial Council's Program Manager upon execution of this Agreement.

6. Additional Responsibilities

A. Court Responsibilities

- i. The Court agrees to cooperate in good faith with the Judicial Council to fulfill the purposes of this Agreement. Pursuant to its performance of this Agreement, its Work on the Project, and its use of the Award Amount, the Court will comply with all applicable laws. The Court will conduct the Project and all Work consistent with professional standards for the industry and type of Work being performed under this Agreement.
- ii. The Court shall promptly provide the Judicial Council Program Manager with copies of all memoranda of understanding, contracts, purchase orders, and any other Project-related agreements, including agreements with law enforcement agencies (collectively, "Subcontractor Agreements"), and the Court shall not execute any Subcontractor

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Agreement whose terms conflict with the terms of this Agreement. The Court shall ensure that all Subcontractor Agreements comply with all applicable laws.

- iii. Court staff and justice system partners will work together to collect and submit the data elements identified in Attachment B, Data Collection List. Individual data elements are subject to change based on mutual agreement between the Court and the Judicial Council. Court staff will also work with Judicial Council staff to answer questions related to local processes established related to checking prohibited person status and firearms relinquishment as needed.

B. Judicial Council Responsibilities

- i. The Judicial Council will cooperate and coordinate efforts with the Court to facilitate the objectives of this Agreement.
- ii. The Judicial Council's Byrne SCIP staff will provide technical assistance for this Project, as needed. The Judicial Council's Program Manager and program team will monitor the Court's and its Subcontractors' reporting requirements, contract deliverables, and Work Requirements.
- iii. The Judicial Council will submit quarterly reports to the BSCC on how the funding has been allocated; and how the Court has used the Award Amount; structured the Project (including staff and contract roles and responsibilities); participated in training events; and key data analysis findings as appropriate.

END OF EXHIBIT A

EXHIBIT B
PAYMENT PROVISIONS

1. Award Amount

- A. The Award Amount under this Agreement, specified in Section 4 of the Coversheet of this Agreement, is the maximum amount the Judicial Council will pay to the Court under this Agreement, unless modified by written agreement of the parties in accordance with Section 6 of Exhibit B of this Agreement. The Judicial Council will pay the Court pursuant to the Reimbursement Process described in Section 4 below.
- B. The Award Amount must be used exclusively for the Project. This award is a one-time award to the Court by the Judicial Council and constitutes the entire award made available to the Court under this Agreement. The Award Amount will not become part of the Court's baseline budget and does not obligate the Judicial Council to provide any further funding for the Project.

2. Funding Requirements

The Court will comply with the following requirements:

- A. Funding from this Agreement may not be expended by the Court or reimbursed by the Judicial Council beyond August 31, 2026, with the final approved invoice received by Judicial Council's Accounting no later than August 31, 2026.

The Court will make every effort to fully comply with this Section 2.A, however, it is the sole responsibility of the Court to advise the Judicial Council Program Manager identified in this Agreement of potential issues the Court may have in complying with this Section 2.A.

- B. Funds may not be used:
 - i. To contract with a current employee of any judicial branch entity on his or her own behalf, or with a former employee of the Court or the Judicial Council, as prohibited by rules 10.103 and 10.104 of the California Rules of Court;
 - ii. For the construction or rental of facilities;
 - iii. For routine replacement of office equipment, furnishings or technology;
 - iv. To pay for automated court systems that are not recommended by the Judicial Council's Information Technology Services Office;
 - v. To purchase technology that will require significant maintenance costs; or

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

- vi. To purchase gift cards to use as program incentives.

3. Reimbursable Expenses

- A. Based upon the approved Attachment C, Project Budget, and Exhibit A, Project to be Funded, the Court may submit invoices to the Judicial Council for the allocable, allowable, and reasonable Court Personnel Services, Operating Expenses, and Indirect Costs associated with the State Crisis and Intervention Program as follows:

- i. Court Personnel Services.

- a. Salaries. Salaries include compensation of Court employees for time devoted and identified specifically to the Project.

- b. Fringe Benefits

- (1) Fringe benefits are allowances and services provided by the employer to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of paid leave, employee insurance, pensions, and unemployment benefit plans. Fringe benefits are divided into two (2) types: Regular Fringe Benefits and Benefit Hours.
 - (2) Regular Fringe Benefits are made up of employer paid Federal Insurance Contributions Act (FICA), State Disability Insurance (SDI), health insurance and retirement benefits. These benefits shall be reported using the actual figures from Court payroll records.
 - (3) Benefit Hours are made up of vacation leave, annual leave, sick leave, holidays, court leave, jury duty, and military leave. A portion of the Benefit Hours used can be reimbursed pursuant to this Agreement. To calculate the reimbursable portion of Benefit Hours, the Court must first determine what percentage of total hours worked is reimbursable, then apply that percentage to the total Benefit Hours used. Benefit Hours shall be reported as used in the column titled "Total Benefit Hours Used" on the Time Sheet and the Payroll Summary. Neither accrued nor earned Benefit Hours shall be included in the calculation of the Regular Fringe Benefits.
 - (4) In the event of an employee separation from the Project, the costs of accrued Fringe Benefits, such as annual leave, vacation leave, sick leave, holidays, court leave and other similar allowable paid benefits to the employee is allocated as a percentage of work. The accrued Fringe Benefits cannot be charged to the Project if it is not the customary policy of the Court to pay for an accrued Fringe Benefit, such as sick leave.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

c. Overtime

- (1) Overtime is defined as time worked beyond the normal established work week for all employees except exempt employees, such as executive, administrative and/or professional staff. Where salaries apply to two (2) or more grant programs or cost activities, the cost to each activity must be documented on the time sheet and must be prorated among the programs.
- (2) Overtime must be documented by payroll records that reflect at a minimum:
 - a. The name and title of the person performing the overtime and a supervisor's prior approval;
 - b. The hours worked and the amount of overtime;
 - c. The reason for the overtime and the activities performed during overtime; and
 - d. The pay rate of overtime.

ii. Operating Expenses.

Operating expenses shall consist of the actual costs paid by the Court for Project expenditures. Operating expenses include but are not limited to: staff training, office supplies, furniture, travel, printing, publishing, photocopying, postage, etc.

To be reimbursed for Project facility lease and/or rental expenses, the Court must provide proper documentation, such as a copy of the lease/rental agreement, vendor receipt, returned payment check, etc. The Court must provide proper allocation if the facility is shared by multiple Project activities.

iii. Indirect Costs.

- a. The Court may claim indirect costs using an approved Federal grant administration de minimis rate. The de minimis rate is ten percent (10%) of Modified Total Direct Costs (MTDC) which typically includes salaries and wages, fringe benefits, materials and supplies, services, travel, and other direct costs, but excludes equipment, capital expenditures and the portion of each sub-award in excess of \$25,000.

To charge indirect costs to the Project, the Court must have a budget allocation for the indirect costs in Attachment C, Project Budget. The Court will not be allowed to charge any indirect costs if it does not allocate such costs.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

4. Reimbursement Process

- A. The Judicial Council's disbursement of payments for reimbursement will be made to the Court, as set forth in Table B-1. To be reimbursed, expenses must be incurred between September 1, 2024 and August 31, 2026.
- B. Reimbursement is contingent upon the Judicial Council Program Manager's confirmation that a submitted invoice complies with the requirements of this Agreement.

Table B-1

Task	Completion Date	Reimbursement Amount
1	Period Payment, submitted by the Court by the 20 th of each month.	Actual allowable expenditures reported for the period.
<i>Total Reimbursement Amount</i>		Total of actual allowable expenditures reported for the period.

The Court must submit the reimbursement request and all associated documentation to the Judicial Council by the 20th of each month, that include all allocable, allowable, and reasonable costs for the Project, reimbursable in accordance with the approved budget and the terms and conditions of this Agreement.

- C. The Court must submit a Report of Expenditures and Request for Funds monthly using the forms provided by the Judicial Council after contract execution.
- D. The Court must provide copies of actual vendor receipts for goods purchased. Purchase order forms, bank credit or debit card statements, Court or County journal entry forms, e-mail communications between vendors and employees, and simple Phoenix payment records will not substitute for the actual vendor receipts. The Court must provide payment information, such as check/warrant numbers, paid dates noted on the vendor receipts, and a copy of the vendor payment check to substantiate the amount claimed. The Court claim will not be processed until the Court provides all required documentation and/or information.
- E. All vendor receipts must include the vendor's name, address, the party being billed, description of goods and services purchased, date of purchase, receipt number, cost per unit, total quantity purchased, and the total costs. For professional services, a vendor may submit a claim on its letterhead. In that case, the vendor receipt must reflect all of the items above and a description of services provided.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

- F. The receipts of internet orders must clearly provide the vendor name and address, date of order, description of goods and services, unit price, quantity orders, total costs, and the name of the person or organization purchasing the goods and services.
- G. If Work Requirements are performed by a party other than the Court, the Court must have a written agreement with the party prior to the performance of any Work. The Court must submit a copy of the Agreement to the Judicial Council Grant Accounting. The Court's claim will not be processed for payment until the Court submits a copy of the agreement to the Judicial Council Grant Accounting.
- H. The Judicial Council will make payment in arrears after receipt of the Court's properly completed Report of Expenditures and Request for Funds and all other required documentation. The Report of Expenditures and Request for Funds must clearly indicate the following information:
 - i. The Court's name and address;
 - ii. The Project period, contract number, and the title "Byrne State Crisis and Intervention Program";
 - iii. The name, telephone number and e-mail address of the Court's accounting contact;
 - iv. The billing period and the amount of reimbursement requested by category, including the total amount;
 - v. Appropriate documentation for reimbursement of allowable expenses; and
 - vi. The signature(s) of the authorized Court official(s). (Blue ink must be used to indicate an original Report of Expenditures and Request for Funds.)
- I. For reimbursement, goods must be ordered, and services must be performed during the contract period of September 1, 2024 to August 31, 2026 ("Agreement Term"). All obligations for goods ordered and services performed during the Agreement Term must be fully paid prior to the Court's final Report of Expenditures and Request for Funds. The Court's final Report of Expenditures and Request for Funds must be received by the Judicial Council no later than **August 31, 2026**.
- J. Recording of Hours or Costs Expended.
 - i. Time Sheet. The Court must submit Time Sheets using the form provided by the Judicial Council for all time pertaining to this Project. All employees (Court and non-Court) must submit Time Sheets reflecting 100% of the hours

**Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco**

worked for a particular pay period. These time sheets must include the original signatures of both the employee and a supervisor.

- ii. Report of Expenditures and Request for Funds. The Court must submit a Report of Expenditures and Request for Funds monthly using the form provided by the Judicial Council. A Court representative shall sign the Report of Expenditures and Request for Funds.

K. Transportation, Meals and Lodging Expenses.

- i. The Court and any subcontractor(s) may be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement. For overnight travel, the Judicial Council will reimburse the Court for reasonable and actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per day:
 - a. Breakfast - \$13.00
 - b. Lunch - \$15.00
 - c. Dinner - \$26.00
- ii. Incidental expenses shall not exceed five dollars (\$5.00) per person for each full 24-hour period. The Judicial Council will not reimburse for incidental expenses incurred in connection with travel of less than 24 hours or for fractional days.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

- iii. In-state lodging costs per night shall not exceed the following rates:

County	Maximum Reimbursement Lodging Rate
All counties except those listed below	\$110
Alameda County	\$189
City of Santa Monica	\$270
Los Angeles County (excluding the city of Santa Monica)	\$169
Marin County	\$166
Monterey County	\$184
Napa County	\$195
Orange County	\$169
Riverside County	\$142
Sacramento County	\$145
San Diego County	\$194
San Francisco County	\$270
San Mateo County	\$222
Santa Clara County	\$245
Ventura County	\$169

- iv. For necessary private vehicle ground transportation usage, the Judicial Council will reimburse at the applicable Internal Revenue Service (IRS) approved rate per mile.
- v. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel unless the Judicial Council Program Manager agrees otherwise in writing.
- vi. The Court must provide actual copies of all receipts for reimbursement of transportation and lodging expenses.
- vii. The Court must provide documentation which reflects the purpose and duration of the travel, such as meeting agendas, conference brochures or prospectuses, registration documents, etc.
- viii. Out of State Travel Request: Any travel outside California is considered out of state travel. Court and non-Court personnel must submit an out of state travel approval request using the form provided by the Judicial Council to request reimbursement for out of state travel expenses. To be reimbursed, all out of state travel must be pre-approved by the Judicial Council Program Manager before incurring any expenses.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

5. Disbursement Process

- A. If the Court spends any portion of the Award Amount for a purpose other than the Project, the Judicial Council will withhold a like amount from the Court's annual trial court funding distribution.
- B. If the Court receives reimbursement from the Judicial Council for goods or services that are later disallowed by the Judicial Council, the Court will promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Court under this Agreement or any other agreement.

6. Budget Modifications

- A. Authorized Court personnel shall submit a written request to the Judicial Council Program Manager requesting Project changes, including personnel and budget changes, and explaining the need for such changes. Upon written approval by the Judicial Council, if the requested changes include budget changes, the Court will submit a revised Project budget. Unless an amendment is necessary, as detailed in Section 6.B below, once the revised budget and budget narrative are approved by the Judicial Council Program Manager, the Court may use the revised budget.
- B. An amendment to this Agreement, pursuant to Exhibit C, General Terms, paragraph 3, Changes and Amendments, shall be required if requested budget changes exceed the amounts set forth in subsections (i) or (ii), of this Section 6.B. If requested changes do not exceed these amounts, however, no amendment under Exhibit C, General Provisions, paragraph 3, Changes and Amendments is required.
 - i. A cost increase to any existing line item of a reimbursable category in the Project budget (personnel, operating and/or indirect costs) which is more than ten percent (10%) of the Award Amount;
 - ii. An addition to the Project budget of a new line item which is reimbursable under the budget category and is more than ten percent (10%) of the Award Amount.

END OF EXHIBIT B

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

EXHIBIT C
GENERAL TERMS

1. Agreement Communication and Administration

- A. The Court's Program Coordinator, who will be the Project liaison and have primary responsibility for coordination of activities under this Agreement, is:

Superior Court of California, County of San Francisco
Melanie Kushnir-Pappalardo, Director of Collaborative Justice Programs
400 McAllister St., Suite 312
San Francisco, CA 94102

Telephone #: (415) 551-5941
Fax #: (415) 551-5701
E-mail: mkushnir@sftc.org

- B. The Judicial Council's Program Manager is the Judicial Council contact person. All requests and communications about the Project will be made through the Judicial Council's Program Manager. Any notice from the Court to the Judicial Council will be in writing and will be delivered to the Judicial Council's Program Manager. The Judicial Council's Program Manager is:

Judicial Council of California
Martha Wright, Manager
455 Golden Gate Avenue
San Francisco, CA 94102

Telephone #: (415) 865-7649
E-mail: Martha.Wright@jud.ca.gov

2. Validity of Alterations

Alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both parties. Any oral understanding or agreement that is not in writing will not be binding on either party.

3. Changes and Amendments

Changes or amendments to any part of this Agreement can be made only in a written amendment signed by both parties.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

4. Fiscal Records and Requirements

The Court will maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under this Agreement are in accordance with applicable federal and state requirements and the Judicial Branch Contracting Manual.

5. Retention of Records

The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, but in no event less than four (4) years from the date of last payment.

6. Right to Audit

The Judicial Council or its designee may inspect or audit, at any reasonable time, any records relating to this Agreement. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

7. Dispute Resolution Procedures

If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Administrative Director of the Judicial Council for resolution.

8. No Assignment

The Court may not assign this Agreement in whole or in part without the prior written consent of the Judicial Council.

9. Signature Authority

The parties signing the Agreement certify that they have proper authorization to do so.

10. Termination

This Agreement will remain in effect until one of the following events occurs:

- A. the parties mutually agree in writing to terminate this Agreement;
- B. one party terminates this Agreement upon at least thirty (30) days' advance written notice;
- C. the Judicial Council acknowledges in writing the completion of the Project and all its requirements; or
- D. the expiration date set forth on the Coversheet.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

11. Availability of Funds

The Judicial Council's obligations under this Agreement are subject to the availability of authorized funds. Upon notice to the Court, the Judicial Council may terminate or suspend the Agreement or any part of the Project, without prejudice to any right or remedy of the Judicial Council, if expected or actual funding is withdrawn, reduced, limited, or reallocated.

12. Suspension of Work

The Judicial Council may, at any time, issue a Suspend Work Order to require the Court to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) days after the Suspend Work Order is delivered to the Court, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Court shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) days after a Suspend Work Order is delivered to the Court, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:

- A. Cancel the Suspend Work Order; or
- B. Terminate the Work covered by the Suspend Work Order, pursuant to termination provisions in this Agreement.

If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, if applicable.

13. Deficient Performance

- A. In the event the Judicial Council deems the Court or Subcontractor to be deficient in any aspects of performance under this Agreement, the Court shall submit a proposed corrective action plan to the Judicial Council. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the Judicial Council shall notify the Court in writing that this Agreement is terminated or suspended, in whole or in part. "Subcontractor" means an individual, firm, partnership, corporation, public entity, or non-profit organization/agency having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

- B. Without limitation, the Judicial Council may suspend or terminate the Agreement in whole or in part, in accordance with the provisions of this Agreement, for the following reasons:
- i) An expenditure outside the Project scope of the Agreement.
 - ii) Court or Subcontractor's non-compliance with any applicable laws, regulations, or Court's noncompliance with the terms and conditions of this Agreement.

14. Mid-year Reallocation

- A. The parties acknowledge that the budget set forth in Attachment C, Project Budget, is an estimate of the spending anticipated for the Project. The Award Amount, set forth on the fully executed Intra-Branch Agreement Coversheet, is based upon the approved budget.
- B. In order to make the best use of these funds on a statewide basis, the parties agree that the Judicial Council shall review the spending patterns of the Court and its Subcontractors for expenditures reimbursable under this Agreement. This will include a review of invoices received.
- C. Grant recipients will receive a mid-year reallocation questionnaire from the Judicial Council each year to assist in evaluating and projecting the Court funding needs and to determine whether grant recipients will use its full allocations. The ability of the Judicial Council to allocate additional funds is dependent upon the Court's spending patterns and the return of funds by grant recipients that do not anticipate using their full allocations. Any excess funds will be distributed to current grantee courts through the mid-year reallocation process based on the same criteria used during the grant program application process, with an opportunity given to courts to submit a justification for why they should receive additional funding.
- D. The Judicial Council shall conduct a mid-year reallocation each grant year and funds may be redistributed among grant recipients in order to ensure that all available funds are used.

15. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any part of this Agreement is held unenforceable, all other parts will remain enforceable. This Agreement is governed by California law. Section headings are for

**Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco**

reference and convenience only and shall not be considered in the interpretation of this Agreement.

END OF EXHIBIT C

Attachment A: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

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

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

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

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

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

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

3. Applicability of Part 200 Uniform Requirements

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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.

4. Effect of failure to address audit issues

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

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

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

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

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if

Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco

personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

6. Employment eligibility verification for hiring under the award

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

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

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

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

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

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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 (<https://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).

**Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco**

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

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

7. OJP Training Guiding Principles

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

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

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

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (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.

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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

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

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

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

12. Potential imposition of additional requirements

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

13. Required training for Grant Award Administrator and Financial Manager

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

<https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

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

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

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

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

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

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

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

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

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

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

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

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

19. Compliance with DOJ Grants Financial Guide

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

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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

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

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

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

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

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

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

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

**Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco**

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

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

25. Requirement to report potentially duplicative funding

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

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

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

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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

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

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

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

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

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

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

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

29. Restrictions on "lobbying"

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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

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

30. FFATA reporting: Subawards and executive compensation

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

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

31. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

32. Required monitoring of subawards

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

33. Use of program income

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

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

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

Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco

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

37. Protection of human research subjects

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

38. Confidentiality of data

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

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

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

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

42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

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.

43. Justification of consultant rate

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

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

45. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.
47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.
48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at <https://www.lep.gov>.
49. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
50. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
51. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

52. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

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

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

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

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.
55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
57. Extreme risk protection programs funded under this award must include, at a minimum: pre- deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre- deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.
59. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

60. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.

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

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

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

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

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

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

63. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

END OF ATTACHMENT A

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Attachment B: Data Collection List

Data Element	Possible Responses	Definition
I. Arrests/Referrals		
Citation/Arrest Date	mm/dd/yyyy	Date of arrest
Charge(s)	List of charges	Offense(s) participant was charged with prior to receiving the collaborative court referral.
Case Filing Date	mm/dd/yyyy	Date case was filed
Referral Date	mm/dd/yyyy	Date the participant was referred to the collaborative court
Court Type	Military Diversion Court, Veterans Treatment Court, Mental Health Diversion Court (PC 1001.36)	Identifies the type of collaborative court
II. Intake/Screening		
Date of Collaborative Court Entry (Program Admission)	mm/dd/yyyy	Date collaborative court participant signs contract
Intake Result	Admitted, Refused, No Show, Not Suitable, Does not Meet Eligibility Criteria	Did the collaborative court program admit the participant? If not admitted, why?
III. Participant Information		
First Name	Text	The first name of the participant
Last Name	Text	The last name of the participant
Case Number	Text	The case number for the proceedings
CII Number	Text	CII number of participant
Date of Birth	mm/dd/yyyy	Date of birth of participant

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Data Element	Possible Responses	Definition
Gender	Female, Male, Nonbinary, Questioning, Transgender Female to Male, Transgender Male to Female, Other gender identity	Gender of participant
Race	American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Middle Eastern or North African, Native Hawaiian or Pacific Islander, White, More than One Race	Race of participant

Data Element	Possible Responses	Definition
Education Level at Intake	Less than High School Diploma or GED, High School Graduate, GED, Some College, Technical College Graduate, Associate's degree, Bachelor's Degree, Post-Graduate Degree	Education level of participant at program intake
Housing Stability at Intake	Unhoused, Housed, Imminent Risk of Houselessness	Housing status of participant at program intake

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Language Most Comfortable Speaking	English, Spanish, Vietnamese, ASL, Cantonese, Korean, Punjabi, Russian, Arabic, Farsi, Other/Not Listed	Primary language participant speaks at home
Mental Health Status	Existing Diagnosis, No Known Diagnosis	Known diagnosis of participant
Veteran Status	Current Service Member (Active Duty), Prior Service (Veteran), Not Applicable	Identifies whether the participant either serves or served in one of the branches listed under Service Branch.

Data Element	Possible Responses	Definition
Service Branch	Army (including Army National Guard or Reserve), Navy (including Reserve), Marine Corps (including Reserve), Air force (including Air National Guard or Reserve), Coast Guard (Including Reserve), Space Force, National Oceanic and Atmospheric Administration (NOAA), the commissioned corps of the Public Health Service (PHS)	Field captures the participant's branch of service. Should be left blank if response to Veteran Status is "Not Applicable."

Judicial Council Intra-Branch Agreement Number 108162
with Superior Court of California, County of San Francisco

Dishonorable Discharge	Yes, No	Field captures whether the participant received a dishonorable discharge separation of service. Should be left blank if response to Veteran Status is "Not Applicable."
IV. Program Activity		
Program Entry Date (Collaborative Court Entry Date)	mm/dd/yyyy	Enter the date that the participant officially entered the Collaborative Court program. This may or may not be the same as the Treatment Start Date.

Data Element	Possible Responses	Definition
Employment Assistance Provided	Yes, No, Not Applicable	Flag for if the participant has received employment services through the collaborative court
Housing Assistance Provided	Yes, No, Not Applicable	Flag for if the participant has received housing services through the collaborative court
Mental Health Treatment Provided	Yes, No, Not Applicable	Flag for if the participant has received mental health treatment services through the collaborative court
Substance Abuse Treatment Provided	Yes, No, Not Applicable	Flag for if the participant has received substance abuse treatment services through the collaborative court
Other Services Provided	Yes, No, Not Applicable	Flag for if the participant has received one or more service type not captured by the other flags.
Other Service List	Text	List of other service(s) provided
V. Outcomes		
Collaborative Court Outcome	Successful Completion, Neutral, Terminated	What was the outcome of the participant's collaborative court episode?
Collaborative Court Exit Date	mm/dd/yyyy	Enter the date of the outcome (for example, the date that the judge terminated the participant from the program)

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Data Element	Possible Responses	Definition
Education Level at Collaborative Court Exit	Less than High School Diploma or GED, High School Graduate, GED, Some College, Technical College Graduate, Associate's degree, Bachelor's Degree, Post-Graduate Degree	Participant's education status at the time of program exit.
Housing Stability at Collaborative Court Exit	Unhoused, Housed, Imminent Risk of Houselessness	Participant's housing status at the time of program exit.
VI. Relinquishment		
CR210 Q1	Yes, No	Defendant has completed a Prohibited Persons Relinquishment Form
CR210 Q1a	Yes, No	Defendant relinquished all firearms per the probation officer's report and provided relinquishment receipts; or
CR210 Q1b	Yes, No	Defendant was allowed an alternative method of relinquishment under Penal Code section 29810(f) and relinquished all firearms under an alternative method
CR210 Q2	Yes, No	Defendant has no reportable firearms per probation officer's report
CR210 Q3	Yes, No	Defendant has not completed a Prohibited Persons Relinquishment Form

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Data Element	Possible Responses	Definition
CR210 Q4	Yes, No	Defendant has not complied with the relinquishment requirements of Penal Code section 29810
CR210 Q5	Yes, No	Search warrant required; matter referred to prosecuting agency of the county for appropriate action
CR210 Date	mm/dd/yyyy	The date the CR210 form was signed and completed
Probation Firearms Check	Yes, No, Not Applicable	Was firearm background check conducted by probation in accordance with PC 29810(c)?
Prohibited Possessor	Yes, No	Is the participant barred from possessing firearms, ammunition and ammunition feeding devices?

END OF ATTACHMENT B

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

Attachment C: Project Budget

Court: San Francisco

State Crisis Intervention Grant Program
Cost Proposal and Narrative/Justification
Program Year 1: September 1, 2024 – August 31, 2025

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Administrative Analyst III (2.0 FTE)	\$9,417.67 x 12 months x 2.0 FTE	\$226,024.08
Personnel Total		\$226,024.08

B. Fringe Benefits

Name/Position Computation	Total Benefit Rate	Cost
Administrative Analyst III (2.0 FTE)	46.9% (Medical, Dental, Retirement, Life Insurance, Social Sec/Medicare, Other)	\$106,005.29
Benefits Total		\$106,005.29

Personnel & Fringe Benefits Total **\$332,029.37**

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

OPERATING EXPENSES

C. Travel

Purpose of Travel	Item	Computation	Cost
All Rise 2025 Annual Conference	Airfare, hotel, per diem, incidentals	2 x Admin Analyst III 2 x MHD Judges	\$10,300.00
Travel Total			\$10,300.00

D. Equipment

Item	Computation	Cost
Laptop	2 x Lenovo Thinkpad P16 Gen 2	\$3,352.30
Desktop computer	2 x HP EliteOne 840 All In One	\$2,170.34
Printer	HP OfficeJet Pro All In One	\$599.78
Equipment Total		\$6,122.42

E. Supplies

Item	Computation	Cost
Office Supplies		\$5,000.00
Supplies Total		\$5,000.00

F. Other Costs

Item	Computation	Cost
Training and Moderated Strategic Planning	Motivational Interviewing, Thinking for a Change, Moderated Strategic Planning	\$13,000.00
Client Transportation	Clipper Cards	\$10,000.00
Other Costs Total		\$23,000.00

		SUBTOTAL A through F	\$376,451.79
Indirect	10% of direct costs A through F	\$37,645.18	
		GRAND TOTAL A through F	\$414,096.97

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
District Attorney	Master-level Clinician	.5 FTE x \$113,000 salary x 46% fringe	\$82,999.00
	Laptop		\$1,676.15
	District Attorney Indirect	10% of direct costs	\$8,467.52
		Total SF DA	\$93,142.67
SF Pretrial	Clinical Supervisor	0.25 FTE x \$110,000 salary x 25% fringe	\$34,375.00
	Case Manager	2.0 FTE x \$75,000 salary x 25% fringe	\$187,500.00
	Inn On Folsom Temp Housing	0.3% of Master Lease	\$220,000.00
	Specialty Placements	\$500,000 for niche/out of county/LOC	\$500,000.00
	Citywide Psych Supervisor	1.0 FTE	\$145,795.00
	Citywide Social Worker I/II	1.0 FTE	\$116,051.33
	Citywide Psych NP	0.25 FTE	\$74,250.00
	Pretrial Indirect	10% of direct costs	\$60,797.13
		Total SF Pretrial	\$396,893.46

Judicial Council Intra-Branch Agreement Number **108162**
with **Superior Court of California, County of San Francisco**

SF Adult Probation (APD)	Housing	\$150,000 at the Minna	\$150,000.00
	Licensed Clinician	1.0 FTE x \$134,472 salary x 35% fringe	\$181,537.20
	Citywide Probation YAC MHD	1.0 FTE x \$108,576 salary x 42.35% fringe	\$154,558.00
	SF APD Indirect	10% of direct costs	\$36,109.52
		Total SF APD	\$522,204.72
Mental Health Association SF (MHASF)	Peer Navigator	2.0 FTE x \$65,000 salary x 25% fringe	\$162,500.00
	Program Manager	0.10 FTE x \$80,000 salary x 25% fringe	\$10,000.00
	Office supplies		\$2,000.00
	MHASF Indirect	10% of direct costs	\$17,450.00
		Total MHASF	\$191,950.00

Consultants/Contractors Total \$1,204,190.85

TOTAL BUDGET YEAR 1 **\$1,618,287.82**

TOTAL BUDGET TWO YEARS **\$3,236,575.64**

END OF ATTACHMENT C

END OF ATTACHMENTS