

## AGREEMENT FOR SERVICES #5535

Cal OES County Victim Services Program – CASA

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and CASA El Dorado, a California Corporation, duly qualified to conduct business in the State of California whose principal place of business is 347 Main Street, Placerville, CA 95667 and whose Agent for Service of Process is Kathryn Mathews, 347 Main Street, Placerville, CA 95667 (hereinafter referred to as “Contractor”);

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide court-assigned special advocate services for clients identified by the County of El Dorado Health and Human Services Agency; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, On July 1, 2020, The California Governor’s Office of Emergency Services (Cal OES), Victim Services (VS) Branch, released a new Request for Applications for the County Victim Services Program, notifying all eligible recipients of funding that continued funding would be contingent upon re-convening the Victim Services Steering Committee to discuss potential uses for funding and gaps that could be addressed to better serve crime victims; and

**WHEREAS**, the Victim Services Steering Committee reconvened on both August 13, 2020 and August 27, 2020. After much discussion, on August 28, 2020, the only viable option still under consideration was to continue to subaward the funding to CASA El Dorado; and

**WHEREAS**, on September 22, 2020, the Board of Supervisors authorized the Director of Health and Human Services Agency, or the Chief Fiscal Officer, to apply for and execute and administer any agreement or subsequent administrative documents relating to the California Governor’s Office of Emergency Services for the County Victim Services Program Grant for Fiscal Years 2020-21 and 2021-22, including required fiscal and programmatic reports as well as a subaward

agreement with CASA El Dorado.( File ID 20-1164, #15) contingent upon approval by County Counsel and Risk Management; and

**WHEREAS**, with the funding made available through this grant, CASA provides court advocacy for 90 youth (approximately 60% of the youth served by CASA), by way of recruiting and training volunteers who serve as advocates, as well as through connecting youth with important education, medical, mental health, substance abuse, and community supports; and .

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

### **Scope of Services:**

As a result of the California Governor's Office of Emergency Services (hereafter referred to as Cal OES) release of a Request For Applications (RFA) for the County Victim Services Program, a determination has been made by the Victim Services Steering Committee (VSSC), in accordance with the requirements of the RFA, that the underserved victim population in El Dorado County that will be served as a result of the County Victim Services Program will be victims of Child Abuse and Neglect (CAN). This population has been deemed to be underserved due to the lack of available Court Appointed Special Advocates to provide services to these victims. The RFA further states only a "County Agency" may apply for funding through the County Victim Services Program. As CASA El Dorado is the legally mandated entity responsible for providing Court Appointed Special Advocate Services, and the El Dorado County Health and Human Services Agency (HHSA) is an eligible applicant, the purpose of this Agreement is to establish the terms and conditions with which CASA El Dorado will provide the needed services as a subaward recipient of HHSA.

Specifically, Contractor shall furnish all personnel, services, and materials necessary to provide court appointed special advocates to victims of Child Abuse and Neglect who are not currently receiving services from advocates due to a lack of capacity and resources.

As a requirement of this Agreement, the Contractor shall also assure the provision of paraprofessional level therapy to CAN victims, for the purposes of reducing the impact of trauma, by way of a contract with Live Violence Free, Inc. located in South Lake Tahoe, in accordance with Article VIII, titled "Assignment and Delegation" herein.

In performance of these services, Contractor shall:

- A. Adhere to all terms and conditions identified in the County Victim Services Program Request for Applications (RFA) administered by Cal OES, attached hereto as "Exhibit A", and incorporated by reference herein.
- B. Comply with Victims Of Crime Act (VOCA) Guidelines as follows:
  1. Volunteers must be used in the performance of services under this Agreement.
  2. Victims cannot be charged for services provided using VOCA funds.
  3. VOCA funds and the required match are restricted to direct services to crime victims not currently receiving services.
  4. Services to witnesses other than crime victims are prohibited.
  5. Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: "Funding made possible through the United States Department of Justice, Victims of Crime Act, 2018-V2-GX-0029" and "2019-V2-GX-0053," Subaward #: XC20 03 0090.
  6. The Code of Federal Domestic Assistance (CFDA) number for the VOCA Formula Grant Program is 16.575. Additional information can be found at [www.cfda.gov](http://www.cfda.gov).
- C. Adhere to all terms and conditions of the Cal OES Subrecipient Handbook. Information on the Subrecipient Handbook can be found here: [www.caloes.ca.gov/GrantsManagementSite/Documents/2020%20Subrecipient%20Handbook.pdf](http://www.caloes.ca.gov/GrantsManagementSite/Documents/2020%20Subrecipient%20Handbook.pdf)
- D. Provide Court Appointed Special Advocates to CAN victims, who are currently not provided advocates due to a lack of resources.
  1. Continue providing Court Appointed Special Advocacy Services to 90 youth per year. The Contractor may provide services to more CAN victims as the Contractor deems appropriate. Services include:
    - a. Support for victims of child abuse and neglect through the criminal justice process;
    - b. Educational, social, medical, mental health, and substance abuse supports, either directly or through connecting youth with services available locally;
    - c. Independent investigation into the circumstances and needs of each child;
    - d. Identification of resources and services needed for each child;
    - e. Communication with criminal justice systems partners involved, within the limits of and respect for the confidentiality rights afforded to these youth under California law. Communication may include identifying the child's wishes/interests, the best interests of the child's family, the child's unmet needs, and circumstances impacting and/or influencing the life of the child that may be relevant to the different actors working with the child throughout the criminal justice system; and
    - f. Monitoring to ensure court orders are followed and services received by the child are resulting in beneficial outcomes.

2. Dedicate personnel to the on-going recruitment and training of additional court appointed advocates, ensuring the availability of advocates to meet the demand of youth to the extent possible. Recruitment and training of advocates at a minimum will include:
  - a. The provision of at least 30 hours of formal instruction consistent with the 2020 California Rules of Court (or otherwise as amended, updated, or adopted the Court) and the California Welfare and Institutions Code §102(d)1-10; and
  - b. Education on the roles and responsibilities of the parties involved in the juvenile court structure, including but not limited to the roles of the advocate, the roles of the judiciary, the Probation Department, the District Attorney, and the Public Defender. The purpose of this education should be focused on ensuring advocates understand the system in which recommendations are made by the advocate and how those recommendations impact parties involved in court proceedings.
3. Dedicate whatever time and resources necessary to host and participate in regular Victim Services Steering Committee meetings, with invitations to attend extended to all parties signing this plan.
  - a. VSSC meetings will be held regularly (quarterly or monthly, or as otherwise requested and agreed upon by the VSSC). At a minimum, the VSSC will reconvene six months after the award of funds by Cal OES in order to evaluate progress on meeting the objectives identified herein, consistent with the requirements of the County Victim Services Program RFA.
  - b. VSSC meetings will include the opportunity for any VSSC represented organization to present information and materials that may assist CASA El Dorado in serving youth in need of advocacy.
  - c. VSSC meetings will also include a regular report from CASA to the VSSC members on the numbers of youth served, the number of youth currently awaiting an advocate, and additional resources and/or services that could be beneficial in serving the youth.

E. Reporting Requirements:

1. Complete all Reports assigned or required by Cal OES or County, including but not limited to:
  - a. Match Reporting to include:
    - i. Total Number of Volunteer Hours reported as Match for the current reporting period.
    - ii. Per hour value of the volunteer hours reported.
    - iii. Total value of Match Reported for the reporting period.
  - b. The Victims of Crime Act Subrecipient Award (VOCA SAR) “Subgrant Award Report” must be completed at the time funds are awarded.
    - i. Cal OES will initiate access and the Contractor must complete the remainder of the report in the Office for Victims of Crime (OVC) Performance Measurement Tool.
  - c. The Contractor will Complete a Performance Measurement tool and Report:
    - i. Office of Victims of Crime Performance Measurement Tool (OVC PMT):
  - d. The Contractor will submit the Cal OES Progress Report.
  - e. There may be additional or newly required reports due to Cal OES.



2. Track and report data as required, including the information identified by Cal OES and / or the Victims of Crime Act regulations and report said data pursuant to the reporting requirements referenced herein.
  - a. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high speed internet.
  - b. County will notify the Contractor in writing of any reporting requirement or reporting component changes and the County reserves the right to modify any reporting requirement or reporting components during the term of the Agreement. Data to be tracked will include, but not be limited to :
    - i. Demographics.
    - ii. A count of unduplicated and duplicated victims served each quarter.
    - iii. Type of victimization.
    - iv. Type of service and the number of times that service was provided to each victim served.
3. Financial Reporting:
  - a. The Contractor will be reimbursed for only those costs identified in the budget pages of the Grant Application (attached as "Exhibit B") or a subsequent modification to the Grant Application approved in writing by Contract Administrator based on approval from Cal OES.
  - b. The Contractor will be responsible for any costs not identified in the budget pages of the Grant Application (attached as "Exhibit B") or a subsequent modification to the Grant Application approved in writing by Contract Administrator based on approval from Cal OES.
  - c. Any additional costs or changes to costs identified in the Grant Application (attached as "Exhibit B") must be approved in advance by Cal OES and the County.
  - d. Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved by the HHSA Contract Administrator. Compensation shall not be provided for incomplete services.

F. Reports shall be sent as follows, or as otherwise directed in writing by County:

<p><b>Please Send Reports to:</b></p> <p>County of El Dorado          Health and Human Services Agency          Attn: Leslie Griffith          3057 Briw Road, Suite A          Placerville, CA 95667-5321</p>
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G. Performance Period

1. All services performed as a part of this Agreement shall take place between the dates January 1, 2021 and December 31, 2021 (hereinafter referred to as the Performance Period.)
2. No services provided outside of the period mentioned above shall be eligible for reimbursement.

3. All required deliverables and reports related to the services provided in this Agreement shall be submitted no later than January 31, 2022.

#### H. Match Provisions

1. Match for the purposes of this Agreement shall be in-kind, unless prior approval is given by the County to change the match contribution to a cash match.
2. The Contractor shall be responsible for identifying and tracking all volunteer hours used as an in-kind match for VOCA funds.
3. The Contractor shall report to the County the total number of volunteer hours worked providing services as a part of this Agreement on a monthly basis.
4. The Contractor shall report the total value of volunteer hours worked providing services as a part of this Agreement on a monthly basis.
5. The Contractor shall be responsible for ensuring the cumulative value of in-kind match reported is sufficient to meet the match requirement associated with the funds expended.
  - a. The Contractor will be responsible for reporting a total cumulative amount of \$42,236 in verifiable, matching funds by no later than 30 days after December 31, 2021, if by December 31, 2021, the Contractor has expended the total funds available by in this Agreement.
  - b. All matching funds reported must have taken place within the Performance Period.
  - c. If the contractor has not expended the total funds available by this agreement, the Contractor shall provide \$1.00 in matching funds (in-kind value) for every \$4.00 of funds requested for reimbursement.
  - d. Matching funds may consist of volunteer hours at a rate not to exceed \$25.43 per hour for CASA advocates.
  - e. In the event matching funds are disallowed by a representative of Cal OES following a financial review, the Contractor will be responsible for reimbursing the funds requested for reimbursement associated with the disallowed match.
  - f. If insufficient in-kind match is reported:
    - i. The Contractor shall be responsible for reimbursing County or Cal OES directly, as directed in writing by County.
    - ii. The amount of the reimbursement shall be for any amount of funding not met with matching funds (in-kind value) by the Contractor as indicated herein.
6. To be considered eligible as match, the volunteer hours identified must be for duties and services supporting the requirements of the County Victim Services Program RFA from Cal OES and this Agreement.

#### I. Contract Monitoring

1. The Contractor shall, with 30 days prior notice, make available any documents, files, source information, receipts, records, emails, and/or data available to:
  - a. Any identified representative of County.
  - b. Any identified representative of Cal OES.
  - c. Any identified representative of the United States Department of Justice, Office for Victims of Crime.
2. The Contractor shall retain all documents, files, source information, receipts, records, emails, and/or data relevant to the work described in this Agreement for a period of no

less than three (3) years subsequent to receipt of a Notice of Closure from Cal OES or County.

3. Contractor shall comply with County's subrecipient/subaward monitoring processes.

J. Service identification/distinction and tracking

1. The Contractor shall develop and implement a plan for identifying CAN victims served through this program separate from CAN victims served with other funds.

2. The Contractor shall track all expenses, volunteer hours associated, and services provided for the program identified in this Agreement separately from expenses, volunteer hours, and services provided with any other services.

3. The Contractor shall also track the amount of volunteer hours reported, the valuation of those volunteer hours, and the match balance remaining throughout the performance period identified in this Agreement.

K. Paraprofessional level therapy

1. The Contractor shall provide paraprofessional level therapy to CAN victims served as a part of this Agreement.

2. The Contractor shall provide these services through a subcontract with Live Violence Free of South Lake Tahoe, California. All provisions established in this contract shall apply equally to the subcontract with Live Violence Free.

1. The terms of compensation for said services will be mutually agreed upon by both parties, but shall not exceed the amount identified in the Grant Application attached hereto as "Exhibit B" without approval from the County or any subsequent modification or amendment to the Grant application approved by Cal OES, without approval from the County.

L. Copyright and Intellectual Property:

The County will possess the entire copyright, title, and interest in all materials, inventions, or deliverables produced as a result of this Agreement, including the use of logos, as appropriate. As a general principle, subject to the rights of the federal government and with respect to any subject invention, material, or deliverable in which the County and the Contractor retain title resulting from this Agreement, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world. The County and Contractor will credit the federal award agency on any materials, inventions, or deliverables produced under the federal award and subaward.

M. Closeout

The County shall determine whether all applicable administrative action has been completed by the Contractor at the end of the Performance Period. The County shall identify submission dates of all performance reports once notified by Cal OES. All required reports and deliverables, such as submission of progress reports and / or invoices, attribution to the federal agency and/or copyright or patent rights, or any other reporting requirement described herein, must be submitted prior to January 31, 2022. The Contractor must permit the County, State Administering Agency, or Federal Funding Agency auditors to have access to the Contractor's program and financial records as necessary for audits and monitoring during the record retention period of three (3) years subsequent to receipt of a Notice of Closure from Cal OES or County, or more as appropriate.

N. Indirect Costs will not be allowed as a part of this Agreement.

O. Uniform Grants Guidelines Requirements:

Pursuant to the Office of Management and Budget (OMB) Uniform Grant Guidance, all recipients and subrecipients of federal funds must be provided the following information:

<b>Uniform Grant Guidance Required Information</b>
1. Contractor's Name: CASA El Dorado
2. Contractor's DUNS Number: 603735908
3. Federal Award Dates: 10/ 1/ 2017 – 9/ 30/ 2021 and 10/1/18 – 9/30/2022
4. Performance Period: January 1, 2020 – December 31, 2021
5. Amount of Federal Funds Obligated by this action: \$168,946
6. Total amount of the federal award committed to Contractor \$168,946
7. Federal Awarding Agency: Department of Justice, Office for Victims of Crime.
8. Pass-through State Agency: California Governor's Office of Emergency Services
9. Catalogue of Federal Domestic Assistance Number: 16.575
10. Federal Award Identification Number: 2018-V2-GX-0029 and 2019-V2-GX-0053
11. Federal Award Program Title: VOCA Formula Grant Program
12. Indirect Cost Rate: None
13. Subaward is not a Research and Development grant

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution for the retroactive term beginning January 1, 2021 and shall expire December 31, 2021, unless terminated earlier pursuant to the provisions contained herein under the Article(s) titled “Default, Termination, and Cancellation” or “Fiscal Considerations.”

**ARTICLE III**

**Compensation for Services:**

- A. All costs associated with this Agreement will be reimbursed based on actual costs expended.
- B. Disallowed Costs: In the event an expense is disallowed by a representative of Cal OES or the Office of Victims of Crime, the Contractor shall not be reimbursed for the expense.
- C. Invoices for services rendered under this Agreement shall be submitted as demonstrated in the attached sample invoice (attached as “Exhibit C”). If an alternative invoice is used, all fields noted in Exhibit C are mandatory, and must receive prior approval from County.

Payment shall be made within forty-five (45) days following County receipt and authorization of approved invoice(s).

The billings for Fiscal Year (FY) 2021, and thereafter for the term of this Agreement, shall be in the manner as detailed in the Article titled, “Compensation for Services.”

Contractor is required to submit monthly invoices, no later than fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services.” Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month shall result in payment(s) being withheld until the appropriate documents are received

by staff. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p data-bbox="347 520 688 548"><u>SSCWSinvoice@edcgov.us</u></p> <p data-bbox="313 554 721 581">Please include in the subject line:</p> <p data-bbox="261 588 773 653">"Contract #, Service Month, Description / Program</p>	<p data-bbox="980 520 1235 548">County of El Dorado</p> <p data-bbox="888 554 1328 581">Health and Human Services Agency</p> <p data-bbox="997 588 1219 615">Attn: Finance Unit</p> <p data-bbox="956 621 1260 648">3057 Briw Road, Suite B</p> <p data-bbox="938 655 1278 682">Placerville, CA 95667-5321</p>

For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County's receipt and approval of all valid invoice(s) identifying services rendered.

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$168,946 for all of the stated services during the term of the Agreement.

**ARTICLE V**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE VII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. With the exception of contracting with Live Violence Free as identified in the Article titled "Scope of Services" Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE IX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.



## **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CASA El Dorado  
347 Main Street  
Placerville, CA 95667  
ATTN: Kathryn Mathews, Executive Director

or to such other location as the Contractor directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way

arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVI**

**Assurance of Compliance:** Contractor shall comply with Exhibit D, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

#### **ARTICLE XVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. Contractor shall give County at least 30 days' notice before the insurance is set to expire or before contractor cancels or replaces and/or amends Contractor's coverage. In the event that Contractor's insurance is proposed to be cancelled by the insurer, Contractor agrees to notify County with in five (5) working days of receiving notice or proposed cancellation. Failure to maintain insurance as identified above shall be considered a material breach, and County may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that the County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

### **ARTICLE XXV**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

### **ARTICLE XXVI**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

### **ARTICLE XXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency, or successor.

### **ARTICLE XXVIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

### **ARTICLE XXIX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.



**ARTICLE XXX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: *Leslie Griffith*  
Leslie Griffith (Mar 19, 2021 10:15 PDT)  
Leslie Griffith  
Assistant Director, Protective Services  
Health and Human Services Agency

Dated: 03/19/2021

**Requesting Department Head Concurrence:**


By: *Don Semon*  
Don Semon (Mar 19, 2021 10:49 PDT)  
Donald Semon  
Director  
Health and Human Services Agency

Dated: 03/19/2021


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/6/2021

By:   
John Hidahl, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 4/6/2021

-- CONTRACTOR --

CASA El Dorado  
A California Corporation

By:   
Kathryn Mathews (Mar 19, 2021 11:51 PDT)  
Kathryn Mathews  
Executive Director  
"Contractor"

Dated: 03/19/2021

CM

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

## REQUEST FOR APPLICATION

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The California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, is soliciting applications for the following program:

### **COUNTY VICTIM SERVICES (XC) PROGRAM**

Release Date: July 1, 2020

This Request for Application (RFA) provides detailed information and forms necessary to prepare an application for Cal OES grant funds. The terms and conditions of this RFA supersede previous RFAs and conflicting provisions stated in the [\*Subrecipient Handbook \(SRH\)\*](#).

### **PROGRAM SYNOPSIS**

#### **Program Description:**

The purpose of the XC Program is to provide federal Victims of Crime Act (VOCA) funding to counties across California, and to the City of Los Angeles, to help each fill victim service gaps/needs.

#### **Eligibility:**

Each county, and the City of Los Angeles, is eligible to submit an application for the County Victim Services (XC) Program.

#### **Grant Subaward Performance Period:**

January 1, 2021 – December 31, 2021

#### **Submission Deadline:**

Thursday, October 1, 2020



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8479 TELEPHONE  
[CalOES Website](#)

# COUNTY VICTIM SERVICES (XC) PROGRAM

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# COUNTY VICTIM SERVICES (XC) PROGRAM

## PART I – OVERVIEW

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- A. PUBLIC RECORDS ACT NOTICE
  - B. CONTACT INFORMATION
  - C. SUBMISSION DEADLINE AND OPTIONS
  - D. ELIGIBILITY
  - E. GRANT SUBAWARD PERFORMANCE PERIOD
  - F. FUNDS
  - G. PROGRAM INFORMATION
- 

### A. PUBLIC RECORDS ACT NOTICE

Grant applications are subject to the California Public Records Act, Government Code Section 6250, *et seq.* Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please indicate what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

### B. CONTACT INFORMATION

Please contact your Law Enforcement and County Victim Services Unit Program Specialist concerning this RFA, the application process, or programmatic issues.

### C. SUBMISSION DEADLINE AND OPTIONS

Applications must be delivered to Cal OES by 5:00 pm on Thursday, October 1, 2020. Submission options are:

- Emailed to: [VSapplications@caloes.ca.gov](mailto:VSapplications@caloes.ca.gov)
- Postmarked or hand-delivered to the address below:

Cal OES Victim Services Branch  
3650 Schriever Avenue  
Mather, CA 95655  
Attn: County Victim Services (XC) Program  
Law Enforcement and County Victim Services Unit



D. ELIGIBILITY

Each county, and the City of Los Angeles, are eligible to submit an application for the County Victim Services (XC) Program.

Applicants applying for programs supported with federal funds must be registered in the federal System for Award Management (SAM) and have an expiration date that is at least eight weeks after the Application due date. [Check SAM status.](#)

Applicants that are community-based organizations must be registered with the California Department of Justice's Registry of Charitable Trusts with a "current" or "pending" status. [Check nonprofit status.](#)

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is January 1, 2021 – December 31, 2021.

F. FUNDS

There is \$19,593,690 is available for the Program for the Grant Subaward performance period.

1. Source of Funds

Detailed information on all VS Branch federal fund sources can be found in the [VS Branch Federal Fund Information Guide](#). Applicants are **strongly encouraged** to review this document to familiarize themselves with the requirements for all fund sources that support this Program.

The Program is supported through the following fund:

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program (Formula Grant Program)

- Supports eligible crime victim assistance programs.
- Requires a cash and/or in-kind match equal to 20 percent of the total project cost. Applicants may request a partial of full match waiver. **To request a match waiver, Applicants must submit the VOCA Match Waiver Request form (Attachment A) to the applicable Program Specialist, by email, by**



**Tuesday, September 1, 2020.** All sections of the form must be completed. Answers to questions 9 through 11 must be specific and unique to the Applicant and Program.

- Cal OES's four-character code for this federal fund is VOCA. This code will be in the drop-down on the Grant Subaward Face Sheet (Cal OES 2-101).
- The federal award number for 18VOCA is 2018-V2-GX-0029. The federal award number for 19VOCA is 2019-V2-GX-0053.
- The 2018 VOCA funds must be expended by June 22, 2021, and the final 2-201 must be received by Cal OES Accounting by June 31, 2021.
- The 2019 VOCA funds must be expended by December 31, 2021, and the final 2-201 must be received by Cal OES by February 28, 2022.

## 2. Funding Amount

Applicants may apply for up to the amount listed on the XC20 Program Funding Chart (Attachment B) for the 12-month Grant Subaward performance period.

Allocations were calculated using a \$125,000 base (in the case of Los Angeles County and the City of Los Angeles, the \$125,000 was split evenly between the two), with the remaining funds allocated based on population (Population as of July 1, 2018, provided by the United States Census Bureau) and the violent crimes – homicide, rape, robbery and assault (2018 Violent Crimes & Clearances provided by the California Department of Justice).

[Population as of July 1, 2018, provided by the United States Census Bureau](#)  
[2018 Violent Crimes & Clearance provided by the California Department of Justice](#)

G. PROGRAM INFORMATION

1. Program Description

The purpose of the XC Program is to provide federal Victims of Crime Act (VOCA) funding to counties across California, and to the City of Los Angeles, to help each fill victim service gaps/needs.

2. Program Components

- a. Subrecipients are required to convene a Victim Services Steering Committee (VSSC). The VSSC will be tasked with identifying victim services gaps/needs in their jurisdictions. The VSSC will also collectively establish a plan, to include measurable objectives, to address the identified victim services gaps/needs.

The VSSC is required to convene prior to the submission of the application to determine how the funding will be allocated and reconvene at six (6) months into the performance period to reevaluate the program plan.

- Each VSSC **must** include mandatory representation from the following entities:
  - Adult Protective Services
  - Child Protective Services
  - Courts
  - District Attorney
  - Mental Health Department
  - Police Department (at least one)
  - Probation
  - Sheriff
  - Cal OES-funded Victim Witness Assistance Program
  - Cal OES-funded Domestic Violence Assistance Program
  - Cal OES-funded Rape Crisis Program
  
- In addition to the mandatory representation listed above, each county is **strongly encouraged** to add representation from the following entities:
  - Office of the Ombudsman
  - Disabilities Community
  - Emerging Victim Populations

- Hospitals/Medical Providers
  - School Districts/Schools
  - Teen/Transitioning-Age Youth
  - Tribes/Tribal Groups
- The City of Los Angeles's Steering Committee **must** include mandatory representation from the following entities:
    - City of Los Angeles's Department of Aging
    - Child Protective Services
    - Los Angeles City Attorney's Office
    - Mental Health Department
    - Los Angeles Police Department
    - Cal OES-funded Victim Witness Assistance Program
    - Cal OES-funded Domestic Violence Assistance Program
    - Cal OES-funded Rape Crisis Program
  - In addition to the mandatory representation listed above, the City of Los Angeles is **strongly encouraged** to add representation from the following entities:
    - Office of the Ombudsman
    - Disabilities Community
    - Emerging Victim Populations
    - Hospitals/Medical Providers
    - School Districts/Schools
    - Teen/Transitioning-Age Youth
    - Tribes/Tribal Groups
- b. Provide direct victim services to respond to the emotional, psychological, and/or physical needs of marginalized crime victims.
- c. Assist victims to understand and participate in the criminal justice system.
- d. Restore a measure of security and safety for the victim.

- e. Assistance with California Victim Compensation Board (CalVCB) claims.

Subrecipients are strongly encouraged to assist victims with applying for compensation benefits through CalVCB. Activities may include:

- Advising of the availability of such benefits
- Assisting with application forms and understanding procedures
- Obtaining necessary documentation to support the claim
- Monitoring claim status

Subrecipients are also strongly encouraged to budget for tablets or mobile communication devices and cellular service to swiftly facilitate the on-line application process in the office or in the field.

### 3. Reporting Requirements

Progress Reports serve as a record for the implementation of the project. Statistics for Progress Reports must be collected on a quarterly basis, even when reporting occurs less frequently. The following reports are required:

- a. Cal OES Progress Reports

There are two Cal OES Progress Reports required for the Program. See the chart for report periods and due dates.

Report	Report Period	Due Date
1 <sup>st</sup> Report	January 1, 2021 – June 30, 2021	July 31, 2021
Final Report	July 1, 2021 – December 31, 2021	January 31, 2022

- b. Office for Victims of Crime (OVC) Reports

There are two, on-line OVC reports Subrecipients will also need to complete:

1) Subgrant Award Report (SAR)

This on-line report is due **within 90 days of the beginning of the performance period**. Cal OES will initiate access and the Subrecipient must complete the remainder of the report in the OVC Performance Measurement Tool.

2) Subgrantee Report

Subrecipients receiving Victims of Crime Act funds must complete this report no later than two weeks following the end of each federal fiscal year quarter. Subrecipients will report data directly into the OVC PMT database no later than the due dates listed, unless otherwise instructed by your Program Specialist.

Report Period	Due Date*
January 1, 2021 – March 31, 2021	on or about April 14, 2021
April 1, 2021 – June 30, 2021	on or about July 14, 2021
July 1, 2021 – September 30, 2021	on or about October 14, 2021
October 1, 2021 – December 31, 2021	on or about January 13, 2022

\* Exact due dates will be provided by your Program Specialist at the end of each quarter.

For technical assistance, issues or questions regarding the OVC PMT database, please contact the OVC PMT Help Desk at [ovcpmt@csrincorporated.com](mailto:ovcpmt@csrincorporated.com) or call toll-free (844) 884-2503.

# COUNTY VICTIM SERVICES (XC) PROGRAM

## PART II – RFA INSTRUCTIONS

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- A. SUBRECIPIENT HANDBOOK
  - B. FORMS
  - C. APPLICATION COMPONENTS
  - D. BUDGET POLICIES
  - E. ADMINISTRATIVE REQUIREMENTS
- 

### A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the [Subrecipient Handbook \(SRH\)](#). The SRH outlines the terms and conditions that apply to the Cal OES, VS Branch grants and provides helpful information for developing an application, including a Glossary of Terms.

### B. FORMS

The Applicant must use the forms provided on our website. The forms must be printed on plain white 8½" x 11" paper and single sided. **Applicants may not alter the formatting of any forms, including the Project and Budget Narratives. No tables, charts, or changes to the margins are allowed.**

### C. APPLICATION COMPONENTS

Applicants must complete and submit all required components. Specific information for each component is included next. The Checklist in Part III is included to ensure Applicants submit all required components.

#### 1. Grant Subaward Face Sheet (Cal OES 2-101)

The Grant Subaward Face Sheet is the title page of the Grant Subaward that is signed by the Subrecipient and the Cal OES Director (or designee). Instructions are included on the form.

#### 2. Project Contact Information (Cal OES 2-102)

The Project Contact Information form provides Cal OES with all relevant Subrecipient personnel. Information for each individual should be direct contact information. Instructions are included on the form.



3. Signature Authorization (Cal OES 2-103)

The Signature Authorization form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all grant-related matters. Instructions are included on the form.

4. Certification of Assurance of Compliance (Cal OES 2-104f)

Cal OES is required by law to obtain written certifications of compliance. The Certification of Assurance of Compliance form is a binding affirmation that the Subrecipient will comply with the following regulations and restrictions:

- State and federal civil rights laws
- Drug Free Workplace
- California Environmental Quality Act
- Federal grant fund requirements
- Lobbying restrictions
- Debarment and Suspension requirements
- Proof of Authority documentation from the city council/governing board

Subrecipients may be asked to sign and submit an updated Certification of Assurance of Compliance once in Grant Subaward agreement. Each year, Cal OES updates each Certificate of Assurance of Compliance to ensure that any new conditions placed upon the federal award are passed down to Subrecipients. Subrecipients will be notified if this change is needed.

5. Budget Pages (Cal OES 2-106a)

The Budget demonstrates how the Applicant will implement the proposed plan with the funds available through this Program. The budget is the basis for management, fiscal review, and audit. **Budgets are subject to Cal OES modifications and approval.** Failure of the Applicant to include required budget items does not eliminate responsibility to comply with those requirements during the implementation of the project.

The Budget Pages automatically calculate the subtotal at the end of each budget category and provide the total of the three

spreadsheets at the bottom of the Equipment page. Applicants may add additional columns to the Budget Pages when necessary.

Cal OES requires the Applicant to develop a line-item budget that includes a **calculation and justification in the left column for all expenses.**

The Budget Pages should:

- Cover the entire Grant Subaward performance period
- Include costs related to the objectives and activities of the project
- Strictly adhere to required and prohibited expenses
- Include expenses in the correct category (i.e., Personal Services, Operating Expenses, and Equipment – see below)
- Contain a detailed description of each line item

Include **only** those items covered by grant funds, including match funds, when applicable. Applicants may supplement grant funds with funds from other sources. However, since approved line items are subject to audit, Applicants should not include in the Project Budget matching funds (if applicable) in excess of the required match.

a. Personal Services – Salaries/Employee Benefits

1) Salaries

Personal services include services performed by project staff **directly employed by the Applicant** (not a contract or participating agency) and must be identified by position, cost and time spent on allowable activities for the Program (e.g., Clerical Staff @ \$20/hour x 980 hours; or Victim Advocate @ \$3,500/month x 12 months x .50 FTE). They may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be budgeted as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval of grant funding, they may not take time off using project funds.

2) Benefits

Employee benefits must be identified by type and percentage of salaries. The Applicant may use fixed

percentages of salaries to calculate benefits. Budgeted benefits cannot exceed those already established by the Applicant.

Employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance, and/or pension plans are allowable budget items. Benefits, such as uniforms or California Bar Association dues are allowable budget items if negotiated as a part of an employee benefit package.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1.5 clerical positions).

b. Operating Expenses

Operating expenses are defined as necessary expenditures other than personal salaries, benefits, and equipment. The expenses must be grant-related (i.e., to further the Program objectives as defined in the Grant Subaward) and be encumbered during the Grant Subaward performance period.

Examples of an Operating Expense line item include, but are not limited to:

- Consultant services such as subcontractors
- Indirect cost allowance
- Salaries of participating staff who are not employed by the Applicant
- Travel
- Office supplies
- Training materials
- Equipment maintenance
- Software equipment rental/lease
- Telephone, postage
- Printing
- Facility rental
- Vehicle maintenance

- Furniture and office equipment with a cost of less than \$5,000 (excluding tax) and/or with a useful life of less than one year

Salaries for staff not directly employed by the Applicant must be shown as consultant and/or participating staff costs and must be supported with a Second Tier Subaward, which must be kept on file and made available for review during audits or at the request of Cal OES (SRH 3710 and 4300).

Attendance of the VS Branch's regional grants management training is strongly encouraged. Applicants planning to attend must include sufficient per diem and travel allocations for up to two persons.

c. Equipment

Equipment is defined as nonexpendable tangible personal property having a useful life of more than one year and a cost of \$5,000 or more per unit (excluding tax).

A line item is required for different types of equipment, but not for each specific piece of equipment (e.g., three laser jet printers must be one line item, not three).

6. Project Narrative (Cal OES 2-108)

The Project Narrative is the main body of information describing the problem to be addressed, the plan to address the identified problem through appropriate and achievable objectives and activities, and the ability of the Applicant to implement the proposed plan.

a. Problem Statement

In narrative form, address the following:

- 1) A description of your county's demographics (for City of Los Angeles, a description of the city's demographics).
- 2) A description of the crime type(s) and victim demographic information that the agencies receiving XC funding serve.
- 3) A description of the nature and extent of your victim services gaps/needs affecting your county/City of Los Angeles.

- 4) The anticipated impact of this funding in addressing your gaps/needs.

b. Plan

In narrative form, address the following:

- 1) The victim services gaps/needs identified by the VSSC.
- 2) The plan to address the identified victim services gaps/needs (plan must include measurable objectives).
- 3) The name of the county agency (or in the case of the City of Los Angeles, the city agency) selected to administer the XC Grant Subaward and act as the single point of contact for the grant. The agency selected must be a county victim services provider (or in the case of the City of Los Angeles, a city victim services provider) that provides direct services to victims.
- 4) The plan should address how the county agency selected to administer the XC Grant Subaward will use volunteer(s) as part of meeting grant objectives. Use of volunteer(s) is a VOCA funding requirement.
- 5) Distribution of funds (i.e., even if the Mental Health Department is selected by a county's VSSC to administer the XC grant for that county, funding can still be "shared" with other county victim services providers and/or non-governmental organizations that provide direct services to victims within that county).

7. Subrecipient Grants Management Assessment

Per title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients. Instructions are included on the form.

8. Project Service Area Information (Cal OES 2-154)

The Project Service Area Information form identifies the counties, cities, and congressional districts served by the project. Instructions are included on the form.

9. Organizational Chart

The Organizational Chart should clearly depict the structure of the Applicant organization and the specific unit within the organization responsible for the implementation of the project. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and the lines of authority within the organization. Job titles on the Organizational Chart must match those in the Budget Pages and Budget Narrative.

10. Additional Forms/Documents

The following are required only if applicable:

- Match Waiver Request

This form is required only if the Applicant is requesting to waive a portion, or all, of the required Match. See Part I, F., 1 for additional information.

- Operational Agreement(s)/Operational Agreements Summary Form

- Petty Cash Victim Fund Procedures (Cal OES 2-153)

This form is required only if the Applicant proposes to have a line item in their Budget that meets the definition of Petty Cash in SRH 2235.1. Instructions are included on the form.

- Non-Competitive Bid Request Checklist (Cal OES 2-156)

This form is required only if the Applicant proposes a line item in their Budget that meets the criteria for a Non-Competitive Bid Request per SRH 3511. Instructions are included on the form.

- Contractor/Consultant Rate Exemption Request (Cal OES 2-164)

This form is required only if the Applicant is requesting an exemption to the maximum rate for an independent contractor/consultant of \$650 per eight-hour day or \$81.25 per hour per *SRH 3710.1*. Instructions are included on the form.

- Out-of-State Travel Request (Cal OES 2-158)

This form is required only if the Applicant proposes a line item for out-of-state travel per *SRH 2236.1.1*. Instructions are included on the form.

- Excess Lodging Rate Request/Approval Form (Cal OES 2-165)

This form is required only if an Applicant is requesting approval for excess lodging costs per *SRH 2236.2*.

#### D. BUDGET POLICIES

The following sections of the *SRH* may be helpful in developing the Budget Pages and Budget Narrative.

- Additional Rental Space (*SRH 2232.1*)
- Audit Costs (*SRH 8150*)
- Automobiles (*SRH 2331*)
- Cash Match (*SRH 6511*)
- Contracting and/or Procurement (*SRH 3400*)
- Equipment (*SRH 2300*)
- Expert Witness Fees (*SRH 3710.2*)
- Independent Contractor/Consultant (*SRH 3710*)
- Indirect Cost Rate Proposal (ICRP) (*SRH 2180 & SRH 2188*)
- In-Kind Match (*SRH 6512*)
- Internet Access (*SRH 2340*)
- Match Requirements (*SRH 6500*)
- Office Space Rental (*SRH 2232*)
- Prohibited Expense Items (*SRH 2240*)
- Project Income (*SRH 6610*)
- Rented or Leased Equipment (*SRH 2233*)
- State Funds Matching State or Federal Funds (*SRH 6522*)
- Supplanting Prohibited (*SRH 1330*)
- Travel and Per Diem (*SRH 2236 and 2236.2*)

E. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their grants in accordance with all SRH requirements. Failure to comply with these requirements can result in the withholding or termination of the Grant Subaward. The following section may be helpful for developing an application and for planning purposes:

- Audit Requirements (SRH 8100)
- Communications (SRH 11500)
- Copyrights, Rights in Data, and Patents (SRH 5300-5400)
- Certificate of Insurance (SRH 2160)
- Monitoring (SRH 10400)
- Programmatic Technical Assistance and Site Visit Performance Assessment (SRH 10200-10300)
- Report of Expenditures and Request for Funds (SRH 6300)
- Source Documentation (SRH 10111)



## COUNTY VICTIM SERVICES (XC) PROGRAM

### PART III – CHECKLIST

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This checklist is provided to ensure that a complete application is submitted to Cal OES.

- GRANT SUBAWARD FACE SHEET ([Cal OES 2-101](#)) – Signed by the official authorized to enter into the Grant Subaward.
- PROJECT CONTACT INFORMATION ([Cal OES 2-102](#))
- SIGNATURE AUTHORIZATION ([Cal OES 2-103](#))
- CERTIFICATION OF ASSURANCE OF COMPLIANCE ([Cal OES 2-104f](#)) – Signed by the official who signed the Grant Subaward Face Sheet and by the official delegating that authority.
- BUDGET PAGES (EXCEL SPREADSHEET FORMAT) ([Cal OES 2-106a](#)) - Budget Pages Multiple Fund Source.
- BUDGET NARRATIVE ([Cal OES 2-107](#))
- PROJECT NARRATIVE ([Cal OES 2-108](#))
  - PROBLEM STATEMENT
  - PLAN
- SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT ([FORM](#))
- PROJECT SERVICE AREA INFORMATION ([Cal OES 2-154](#))
- ORGANIZATIONAL CHART
- ADDITIONAL FORMS, IF APPLICABLE
  - MATCH WAIVER REQUEST(S)
  - OPERATIONAL AGREEMENTS SUMMARY FORM ([Cal OES 2-160](#))
  - PETTY CASH VICTIM FUND PROCEDURES ([Cal OES 2-153](#))
  - NON-COMPETITIVE BID REQUEST CHECKLIST ([Cal OES 2-156](#))
  - CONTRACTOR/CONSULTANT RATE EXEMPTION REQUEST ([Cal OES 2-164](#))
  - OUT-OF-STATE TRAVEL REQUEST ([Cal OES 2-158](#))
  - EXCESS LODGING RATE REQUEST/APPROVAL ([Cal OES 2-165](#))



January 21, 2021

Leslie Griffith, Assistant Director, Child Welfare Services  
El Dorado County  
3057 Briw Road, Suite B  
Placerville, CA 95667-5335

Subject: **NOTIFICATION OF APPLICATION APPROVAL**  
County Victim Services Program  
Subaward #: XC20 03 0090, Cal OES ID: 017-00000

Dear Ms. Griffith:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$168,946, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at [www.caloes.ca.gov](http://www.caloes.ca.gov).

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

A. Preston

Cal OES #	017-00000-14	FIPS #	017-00000	VS#		Subaward #	XC20030090
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. Subrecipient: El Dorado County 1a. DUNS#: 071543201
- 2. Implementing Agency: El Dorado County Health and Human Services Agency 2a. DUNS#: 040558433
- 3. Implementing Agency Address: 3057 Briw Rd, Suite B Placerville 95667-5335
- 4. Location of Project: Placerville El Dorado 95667-5335
- 5. Disaster/Program Title: County Victim Services Program 6. Performance Period: 1/1/2021 to 12/31/2021
- 7. Indirect Cost Rate: Federally-Approved ICR - N/A Federally Approved ICR (if applicable): N/A -25.53%

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2018	VOCA		\$84,473			\$21,118	\$21,118	\$105,591
9.	2019	VOCA		\$84,473			\$21,118	\$21,118	\$105,591
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total Project Cost</b>				\$168,946	\$168,946		\$42,236	\$42,236	\$211,182

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient: Name: Don Semon Title: Director Payment Mailing Address: 3057 Briw Rd, Suite B City: Placerville Zip Code+4: 95667-5335 Signature: [Signature] Date: 09/22/21

16. Federal Employer ID Number: 946000511

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Authorized by: Mary Rucker 1/14/2021 (Cal OES Fiscal Officer) (Date)

Authorized by: Heather Carlson 1/14/2021 (Cal OES Director of Designee) (Date)

ENY: 2020-21 Chapter: 6 SL: 18408 Item: 0690-102-0890 Pgm: 0385 FAIN #: 2018-V2-GX-0029 10/01/17-09/30/21 Fund: Federal Trust AL#: 16.575 Program: County Victim Services Program Match Req.: 20%, C/IK based on TPC Project ID: OES18VOCA000012 SC: 2020-18408 Amount: \$ 84,473

DS 97

ENY: 2020-21 Chapter: 6 SL: 18409 Item: 0690-102-0890 Pgm: 0385 FAIN #: 2019-V2-GX-0053 10/01/18-09/30/22 Fund: Federal Trust AL#: 16.575 Program: County Victim Services Program Match Req.: 20%, C/IK based on TPC Project ID: OES19VOCA000012 SC: 2020-18409 Amount: \$ 84,473

RECEIVED SEP 29 2020 BY: #718775



## SPECIAL CONDITION

Grant Subaward No. XC20 03 0090 is hereby approved with the following condition:

- The 2018 VOCA Funds in the amount of \$84,473 must be expended by 07/31/2021 and the final 2-201 must be received by Cal OES by 08/31/2021.
- The 2018 VOCA funds in the amounts of \$84,473 must be expended before the 2019 VOCA funds.
- An executed Memorandum of Understanding (MOU) must be submitted to Cal OES within 60 days of receipt of executed Grant Subaward Agreement.
- Operational Agreements (OAs) must cover the entire grant period and therefore those OAs that expire prior to the end of the Grant Subaward performance period must be renewed as soon as they expire. Renewed OAs must be kept on file at your agency and an updated Operational Agreement Summary Form must be sent to your program specialist upon completion

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

**1. Cal OES Contact Information Section:**

Governor's Office of Emergency Services  
Mark S. Ghilarducci, Director  
3650 Schriever Avenue  
Mather, CA 95655  
(916) 845-8506 (phone)

**2. Federal Awarding Agency Section:**

<b>Fund Year</b>	<b>Federal Program Fund / AL#</b>	<b>Federal Awarding Agency</b>	<b>Total Federal Award Amount</b>	<b>Total Local Assistance Amount</b>
2019	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$266,680,824	\$256,013,591
2018	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$396,642,274	\$380,776,583
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

**3. Project Description Section:**

- Project Acronym (Please choose from drop down):  
County Victim Services Program (XC)
- Project Description (Please type the Project Description):  
Provides one-time federal VOCA funding to each of California's 58 counties and the City of Los Angeles to help fill self-identified victim services gaps/needs.

**4. Research & Development Section:**

- Is this Subaward a Research & Development grant?  
Yes  No

## PROJECT CONTACT INFORMATION

Subrecipient: El Dorado County Subaward #: XC20030090

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below.

1. The **Project Director** for the project:

Name: Leslie Griffith Title: Assistant Director, Child Welfare Services  
Telephone #: 530-642-4842 Email Address: leslie.griffith@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

2. The **Financial Officer** for the project:

Name: Yvonne Kollings Title: Chief Fiscal Officer  
Telephone #: 530-295-2917 Email Address: yvonne.kollings@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Leslie Griffith Title: Assistant Director, Child Welfare Services  
Telephone #: 530-642-4842 Email Address: leslie.griffith@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

4. The **person** having **Routine Fiscal** responsibility for the project:

Name: Yvonne Kollings Title: Chief Fiscal Officer  
Telephone #: 530-295-2917 Email Address: yvonne.kollings@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Don Semon Title: Director  
Telephone #: 530-621-6270 Email Address: don.semon@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Don Semon Title: Director  
Telephone #: 530-621-6270 Email Address: don.semon@edcgov.us  
Address/City/Zip + 4: 3057 Briw Rd, Ste B, Placerville, CA 95667-5335

7. The **Chair** of the **Governing Body** of the Subrecipient:

Name: Brian K. Veerkamp Title: Chair, Board of Supervisors  
Telephone #: 530-621-5390 Email Address: brian.veerkamp@edcgov.us  
Address/City/Zip + 4: 330 Fair Lane, Placerville, CA 95667-5335

# SIGNATURE AUTHORIZATION

Subaward #: XC20030090

Subrecipient: County of El Dorado

Implementing Agency: Health and Human Services Agency

\*The **Project Director** and **Financial Officer** are **REQUIRED** to sign this form.

\***Project Director:** Leslie Griffith

\***Financial Officer:** Yvonne Kollings

Signature: *Leslie Griffith*

Signature: *Yvonne Kollings*

Date: 9/21/2020

Date: 9/21/20

The following persons are authorized to sign for the **Project Director**

The following persons are authorized to sign for the **Financial Officer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Printed Name

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**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program**

I, Don Semon hereby certify that  
(official authorized to sign; same person as Section 15 on Grant Subaward Face Sheet)

Subrecipient: County of El Dorado  
Implementing Agency: Health and Human Services Agency  
Project Title: County Victim Services Program

Is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Subrecipient Handbook* for more detail.

- The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Tameka Usher  
Title: Director of Human Resources  
Address: 330 Fair Lane, Placerville, CA 95667  
Phone: 530-621-5572  
Email: tameka.usher@edcgov.us



**III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)**

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES-funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

**V. Lobbying – (Subrecipient Handbook Section 2154)**

Cal OES grant funds, grant property, or grant-funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)**

*(This applies to federally-funded grants only.)*

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

**VII. Proof of Authority from City Council/Governing Board – (Subrecipient Handbook Section 1350)**

The above-named organization (Applicant) accepts responsibility for and must comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this Program. The Applicant must provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this Grant Subaward is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

### **VIII. Civil Rights Compliance**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

### **IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Funds**

#### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient must comply with 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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 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 2019 award.

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

**Record retention and access:** Records pertinent to the award that the Subrecipient 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 Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the 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 Subrecipient must comply with the DOJ Grants Financial Guide.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including reporting requirements and OJP authority to terminate award)

The Subrecipient 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 Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient'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 Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

- a. The Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)) ; section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and

c. The Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

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

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

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY 2019)

The Subrecipient 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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC

20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

**8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters**

No Subrecipient 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.

**a. In accepting this award, the Subrecipient:**

- o 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
- o 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.

**b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:**

- o It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, 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

- o 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.

9. 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), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

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

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

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient'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.

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

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

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

The Subrecipient 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 Subrecipient 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 Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**15. Victims of Crime Act Requirements**

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

**16. Demographic Data**

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

**17. Performance Reports**

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

**18. Access to Records**

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

**19. All Subawards ("Subgrants") must have specific federal authorization**

The Subrecipient 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.

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

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar



amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

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

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

b. Monitoring

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

c. 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.

d. Rules of construction

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

- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Deferment 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, 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 is to benefit a set of individuals under 18 years of age.

The Subrecipient 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.

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

The Subrecipient 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.

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

The Subrecipient 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."

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

The Subrecipient 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

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients 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.

#### 25. Restrictions on "Lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient 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 Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### 26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

#### 27. Effect of Failure to Address Audit Issues

The Subrecipient 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 Subrecipient 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.

**28. Additional DOJ Awarding Agency Requirements**

The Subrecipient 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 Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.


**29. Hiring Documents**

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the funds.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

**CERTIFICATION**

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: Don Semon

Authorized Official's Title: Director

Date Executed: September 22, 2020

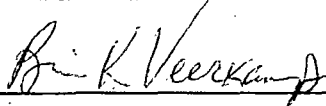
Federal Employer ID #: 94-6000511 Federal DUNS #: ~~040558433~~ 071543201

Current System for Award Management (SAM) Expiration Date: ~~05/06/2021~~ 1/21/2021

Executed in the City/County of: El Dorado County

**AUTHORIZED BY:** (not applicable to State agencies)

- City Financial Officer
- County Financial Officer
- City Manager
- County Manager
- Governing Board Chair

Signature: 

Typed Name: Brian K. Veerkamp

Title: Chair, Board of Supervisors



BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: El Dorado County Health and Human Services Agency		Subaward #: XC20 03 0090			
B. Operating Expenses	18 VOCA	18 VOCA Match	19 VOCA	19 VOCA Match	COST
<b>CASA Contract:</b>					
Program Coordinator#1 - FTE @\$23.71 per hour x 352 hours = \$8,346 + @\$24.42 per hour x 1,448 hours = \$35,360 + \$5,245 taxes and \$3,446 benefits (employer health) = \$52,397	\$26,199		\$26,198		\$0
Program Coordinator#2 - FTE @\$20 per hour x 838 hours = \$16,760 + @\$21.00 per hour x 880 hours = \$18,480 + \$4,229 taxes and \$3,156 benefits (employer health) = \$42,625	\$21,312		\$21,313		\$52,397
Program Coordinator#3 - @\$25.62 per hour x 35hrs per month (35 x 12 = 420 hours) = \$10,760 + \$1,291 taxes and \$1,456 benefits (employer health) = \$13,507	\$6,753		\$6,754		\$42,625
Program Director - @\$28.85/hr x 60hrs per month (60 x 12 = 720 hours) = \$20,772 + \$2,493 taxes and \$4,519 benefits (employer health) = \$27,784	\$13,892		\$13,892		\$13,507
Fiscal Manager - Responsible for Cal OES invoicing & financial tracking - @\$28.27/hr x 60hrs per month (60 x 12 = 720 hours) = \$20,354 + \$2,443 taxes and \$2,257 benefits (employer health) = \$25,054	\$12,527		\$12,527		\$27,784
<b>Operating Expenses</b>					\$25,054
Cell phone - 4 cell phones for direct services staff: 4 x \$40.52 per month per phone x 12 months = \$1945	\$973		\$972		\$0
Data Tracking and Reporting/ Case Management - Software used in case management and the tracking and reporting of data required by VOCA PMT - \$200/month x 12 months	\$1,200		\$1,200		\$0
Direct Services office space. \$.98 per sq ft x 125 sq ft per person x 2.5 FTE x 12 months = \$3,675 allowed	\$1,617		\$1,617		\$0
<b>Volunteer Hours</b>					\$0
1594 volunteer hours at \$25.43 per hour (Refer to Independent Sector Volunteer Rate for 2019)		\$21,118		\$21,118	\$0
<b>Operating Section Totals</b>	<b>\$84,473</b>	<b>\$21,118</b>	<b>\$84,473</b>	<b>\$21,118</b>	<b>\$211,182</b>
<b>OPERATING SECTION TOTAL</b>					<b>\$211,182</b>





## VSPS Budget Summary Report

<b>XC20 County Victim Services Program</b> EI Dorado County County Victim Services Program	Subaward #: XC20 03 0090 Performance Period: 01/01/21 - 12/31/21 Latest Request: , Not Final 201
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**A. Personal Services - Salaries/Employee Benefits**

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	18VOCA	0	0	0	0	0
L	18VOCA	0	0	0	0	0
F	19VOCA	0	0	0	0	0
L	19VOCA	0	0	0	0	0
<b>Total A. Personal Services - Salaries/Employee Benefits:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Operating Expenses**

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	18VOCA	84,473	0	84,473	0	84,473
L	18VOCA	21,118	0	21,118	0	21,118
F	19VOCA	84,473	0	84,473	0	84,473
L	19VOCA	21,118	0	21,118	0	21,118
<b>Total B. Operating Expenses:</b>		<b>211,182</b>	<b>0</b>	<b>211,182</b>	<b>0</b>	<b>211,182</b>

**C. Equipment**

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	18VOCA	0	0	0	0	0
L	18VOCA	0	0	0	0	0
F	19VOCA	0	0	0	0	0
L	19VOCA	0	0	0	0	0
<b>Total C. Equipment:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

01/21/21

### VSPS Budget Summary Report

<b>XC20 County Victim Services Program</b> El Dorado County County Victim Services Program	Subaward #: XC20 03 0090 Performance Period: 01/01/21 - 12/31/21 Latest Request: , Not Final 201
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	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
<b>Total Local Match:</b>	42,236	0	42,236	0	42,236
<b>Total Funded:</b>	168,946	0	168,946	0	168,946
<b>Total Project Cost:</b>	211,182	0	211,182	0	211,182

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

01/21/21

### **Budget Narrative Summary**

**All of the funds for CASA advocate engagement with abused and neglected children are direct costs.** They are mainly for the wages and benefits of 2.2 FTE program employees who are 100% dedicated to training and supporting the CASA volunteers and the children they serve. They will have no other duties than those dedicated to the service of the victim population. These employees do not engage in administrative duties. CASA El Dorado has a volunteer who works one day a week and whose sole focus is to perform program administrative tasks: entering new cases and updates to the files of both the advocates and the children.

*Program Coordinator Role:* The Program Coordinator role is the one that is responsible for screening, training, and supporting CASA advocates. It is the 'heart and soul' of the organization in the sense that they are charged with matching volunteer resources to where there is the greatest need and providing ongoing, empathetic support to volunteers who must navigate a complicated and at times difficult child welfare system, with the abused and neglected children who need support. At the same time, they must model good partnership skills and positive communication abilities with social workers, judges, attorneys, foster family agencies, and a host of others who all have their particular needs and wants.

This position's education level is a college undergraduate degree with some social services and/or psychology background. Day to day, the bulk of this person's time is spent in support of the activities of CASA advocates. They meet with advocates in person and talk on the phone to troubleshoot situations that require support. CASA advocates need to work collaboratively with many different agencies, and so often, the cases can become complex, and situations require navigating the needs and wants of other public and private agencies. Therefore, frequently the support required is to help bridge those

interagency requirements and help with those communications. Often, it is merely "how do I" type questions that advocates have in the course of their day-to-day dealings with the people who are important in their CASA child's life. These interactions could include parents, foster parents, teachers, grandparents, doctors, therapists, and others, in addition to the social workers, attorneys, and judges that also work within support of each child. Program Coordinators (also known as Case Managers at some CASA programs) must also engage with the other agencies by attending standing committees and task forces such as CAPC (Child abuse prevention), CPRT (Child-Parent Resource Team), and others that are designed to foster a collaborative approach to these children's case support. Program Coordinators also appear in court along with the CASA advocates and sometimes in their stead at all child hearings and are often called upon by the juvenile judge to provide an oral opinion on a matter, in addition to the written report provided by the CASA advocate.

Program Coordinators must also possess a knowledge of the laws governing child protection and child custody. They must have experience in writing professional reports and have practical skills in grammar, spelling, and vocabulary. All CASA staff must also comply with extensive background screening and fingerprint analysis and abide by stringent confidentiality laws. They must possess the sensitivity and insight to match volunteers with the children they will support, being mindful of both parties' needs and wants. They must also provide technical oversight to the CASA advocates and ensure compliance with all laws, policies, and procedures are being adhered to.

Simply put, the CASA advocate cannot operate in isolation on their own, without the support and expertise of the Program Coordinator. They are there to train and support the CASA advocate, who in turn is working with the child and the myriad of people in that child's life who can help construct a systems view of what is really going on in that child's life. In the end, they are there to make sure

that our advocates are working in an appropriate and informed manner with the children they represent and advocate for and people in that child's life, and with the other agencies who make up the child welfare system.

Program Coordinators help with training new CASA advocates (30 hours) and delivering and/or coordinating outside resources who provide monthly continuing education classes as the CASA advocates must also maintain a minimum of 12 hours of continuing education each year.

*Program Coordinator Expense Explanation:* The suggested salaries per year places this person in the mid-range of like positions in the nonprofit community within the Sacramento region (Fair Pay for Northern California Nonprofits Survey, 2014). This is a nonexempt position and assumes a starting hourly salary of approximately \$21.60 per hour. The compensation includes vacation, holidays, and sick time. It also includes an estimated \$3.00 of O/T based on historical analysis of similar positions at CASA El Dorado. The benefits estimate is based on a percentage of salary and includes employer health insurance contribution and Social Security.

*Program Director:* The Program Director will be focused on developing and implementing a recruitment & retention strategy for the entire county, focusing on South Lake Tahoe and the more rural parts of the western slope. Additional focus on case management for Program Coordinators to provide resources quicker to advocates. This position is also a direct cost, with 40% of their time dedicated to supporting the victim population identified in this project by recruiting new CASA advocates to fill the added advocates required to serve these children. Like the Program Coordinator, they should also possess a bachelor's degree and pass an extensive background screening and fingerprint analysis.

This person will be tasked with Recruit volunteers to serve as Court Appointed Special Advocates, with particular emphasis on recruiting Latino, bilingual and male volunteers. They will also:

- Develop and manage targeted recruitment and outreach campaigns in specific towns, cities, and/or vertical areas such as education
- Make independent decisions in prioritizing and implementing outreach activities
- Work with Executive Director to manage an annual communications plan for Advocate recruitment
- Implement and lead a Recruitment Task Force comprised of key community members, current and former volunteers, Board and staff
- Conduct orientation presentations to potential volunteers at regularly scheduled information sessions
- Identify opportunities for new outreach and collaboration, and manage all outreach events.
- Expand media relationships to take advantage of all opportunities in any medium to communicate CASA's need for volunteers (print, radio, television, social media, website).
- Track effectiveness of all outreach efforts
- Design and maintain up-to-date recruitment brochures and outreach materials, manage their production, and ensure they are distributed widely throughout the county.
- Maintain a calendar of outreach opportunities available to staff, Board, and volunteers
- Cultivate and train a dependable and proficient Speaker's Bureau consisting of former foster youth and current and former Advocates to speak at events, meetings, etc.
- Enlist and manage board/volunteer participation when appropriate

- Supervise staff responsible for background screening/application process and ongoing resource and house support of volunteers.
  - Ensure all screening procedures are in compliance with National and California CASA guidelines
  - Oversee all aspects of volunteer appreciation/recognition and retention activities
  - Support ongoing growth to the donations of goods, services or activities from the community for Advocates to use with the CASA child
- Contribute to overall staff efforts in supporting and engaging with volunteer Advocates
- Develop social media strategy and manage social networking, including CASA's Facebook and Twitter pages, e-communications, and newsletters targeting recruitment.
- Represent CASA at community associations, activities, and events such as Chamber of Commerce mixers, community events or committees, in which CASA's involvement is appropriate
- Represent CASA throughout the community

*Program Director Expense Explanation:* The program director's suggested salary is based on the experience of other CASA programs in California that have this position in place. This is an exempt position but is considered full time at 40 hours per week. The starting salary assumes a \$55,000 per year salary, and \$7200 sick time, vacation, and holidays. The benefits are estimated and include social security and employer health benefits contribution.

*Office Manager Expense Explanation:* This position oversees the monthly billing, including reconciling timesheets and managing payroll. This is an exempt position. Office Manager manages monthly, quarterly, and annual reporting per grant requirements. Responsible for maintaining all policies to remain

compliant with serving children in the welfare system. Manages day to day operations, ie. Office supplies, repair calls, etc., ensure program staff's & advocates' needs are met.

*Cell Phone Expense:* The anticipated cost for monthly cell phone reimbursement is assumed to be around \$40.52 per month. These phones are used exclusively to execute their professional duties in support of this grant and not for personal reasons.

*Data Tracking and Reporting/Case Management:* We are required to utilize a National CASA compliant data tracking system to reflect the number of recruitment & train advocates, number of referrals of children to the CASA program, match of a child and advocate, monthly contact logs, number of volunteer hours, and outcomes. We utilize for the past five years Optima database. The quarterly fee is based upon the number of advocates active and is currently at \$200/mo. We feel we will maintain this level of cost for the next twelve months. We track demographics, length of service, length of the case, and outcomes. Utilize Optima helps us prepare our monthly, quarterly, and annual reports per the grant's requirement.

*Direct Services office space:* Facilities rent is included for 2.5 FTE at \$.98 per square foot for 125 square feet for 12 months.



## Project Narrative

### **Problem Statement:**

#### **1. A description of your county's demographics**

The most up to date demographic information for El Dorado County is captured on the County's WellDorado website, through a partnership with Conduent Health Communities Institute<sup>1</sup>.

According to the data available, the population is 191,790, representing a 5.93% increase between 2010 and 2020. By race, the County is 84% white, 4.7% Asian, 4.55% mixed race, 4.44% some other race, and the balance split between American Indian/Alaskan Native, Black/African American, and Native Hawaiian/Pacific Islander. By ethnicity, the County is 13.41% Hispanic/Latino and 86.59% Non-Hispanic/Latino.

The County's dominate age group is older than the State average (39% of the population is 55 or older compared with the State average of 26.95%). The County's population of youth (20 and younger) is 22.68% compared with the State average of 26.69%.

The County is evenly split by sex, 49.91% male and 50.09% female, and has an average family household size of 2.5. Approximately 5.84% of families fall below the poverty level, compared with a Statewide average of 10.04%. The County median income by household across all

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<sup>1</sup> [Welldorado.org/demographicdata](http://Welldorado.org/demographicdata) . Accessed on September 9, 2020. Claritas. Updated January 2020.

Subrecipient: El Dorado County Subaward #: XC20 03 0090

race/ethnicity markers is \$86,811, with most race/ethnic groups having median income above the State average.

**2. A description of the crime type(s) and victim demographic information that the agencies receiving XC funding serve.**

The County Victim Services Steering Committee (VSSC) has elected to continue subawarding these funds to CASA El Dorado to serve victims of child abuse and neglect. Demographically, these victims are youth and transition age youth (16-21 years old), who have been determined to be dependents of the Court under California Welfare and Institutions Codes section 300, 601, or 602. For the purposes of this project, CASA will be serving crime victims exclusively, and not dedicating grant funded resources to representing those minors declared wards of the court as a result of delinquency, arrest, or a sustained petition by the District Attorney's Office.

Allegations of abuse and neglect resulting in youth being appointed a CASA include abandonment, cruelty, death of a child within the household, emotional abuse, failure to protect, neglect, physical abuse, serious physical harm, sexual abuse, and abuse of a sibling within the household.

Demographically, CASA served 266 youth in Fiscal Year 2019-20. Forty percent of those youth were ages 12-18, while 56% were younger than 12.

Subrecipient: El Dorado County Subaward #: XC20030090

Ethnically, this victim population is 85.33% Non-Hispanic Caucasian, aligning fairly consistently with the overall county demographic information.

**3. A description of the nature and extent of your victim services gaps/needs affecting your county.**

In 2016, the VSSC identified a gap/need for additional Court Appointed Special Advocates (CASAs) due to a wait list of youth in need of said advocates – that wait list averaged 140 youth per year. Since receiving the funding through the County Victim Services Program grant, that wait list has dropped to 50 youth per year.

While there are many victim populations in need of additional services, as there is still a wait list for CASAs, addressing that wait list has been determined to be the highest priority for the VSSC.

In determining the priority/need for addressing victim needs within the County, the VSSC determined that without this funding, CASA El Dorado would be unable to serve approximately 90 youth per year, further exacerbating the need of this victim population and jeopardizing the operating capacity for CASA El Dorado. While additional funding may be able to address newly identified victim populations in need of services, choosing to redirect funding would be done at a cost to the victim population currently served with this funding.

**4. The anticipated impact of this funding in addressing your gaps/needs.**



Subrecipient: Calameda County Subaward #: XC20030090

Without this funding, CASA would be unable to serve approximately 90 youth per year. These youth would return to the wait list for advocates, which would result in more youth being unrepresented during judicial proceedings.

Consistent with the requirements California Welfare and Institutions Code Section, the Court relies on trained CASAs to investigate the circumstances surrounding a child's introduction to and involvement with the justice system. CASAs serve not only as a source for making recommendations to the Court but also as a supportive mechanism, frequently acting as a sole source of stability for youth involved in criminal proceedings. Without their service, many youth would not have a trained voice to speak for them in proceedings that directly determine their futures. They would also lack the stability, consistency, and supports necessary to achieve positive educational, behavioral health, and social outcomes, which anecdotally (at least) could result in lower graduation rates, higher rates of substance use among the youth, and higher rates of delinquency.

**Plan:**

**1) The victim services gaps/needs identified by the VSSC.**

Two major gaps were identified by the VSSC. First, the victim services gap/need identified as the highest priority for funding is the need for continued advocacy in judicial proceedings for youth who are victims of

Subrecipient: El Dorado County Subaward #: XC 20030090

child abuse and neglect. This gap was previously identified in 2016, and while some of the need has been met, a waitlist of 50 youth per year remains.

Second, all members of the VSSC agreed more needs to be done to engage in continual conversations about the needs of victims and ensure additional training on the roles and responsibilities of all partners and organizations involved in the criminal justice system.

**2) The plan to address the identified victim services gaps/needs.**

The plan to address the identified victim services gap is three-fold:

1. Continue to serve victims of child abuse and neglect through the provision of CASAs to said youth.
2. Recruit and training additional CASAs to further reduce the number of youth on the wait list for advocacy.
3. Dedicate time and resources to continue building collaborative partnerships between the members of the VSSC engaged in the criminal justice system to ensure all parties understand the roles and responsibilities of other partners.

**3) The name of the county agency selected to administer the XC grant subaward and act as the single point of contact for the grant.**

As the County of El Dorado Health and Human Services Agency (HHSA) houses the County's Child Welfare Services, the VSSC has determined HHSA should continue to administer the grant and subaward agreement with CASA El Dorado, due to the nexus between Child Welfare Services

Subrecipient: El Dorado County Subaward #: XC20030090

and youth involved in dependency hearings who are served by CASA El Dorado.

**4) The plan should address how the county agency selected to administer the XC grant subaward will use volunteers as a part of meeting grant objectives.**

As a result of the subaward agreement that will be developed with CASA El Dorado for this funding, CASA El Dorado will be required to use volunteers as a source of match for the funding received.

Court Appointed Special Advocates are by definition volunteers. The funding provided to CASA El Dorado pays for the personnel involved in recruiting and training of these volunteers as well as the operations of the CASA program.

As the local administer of the subaward, the County will be responsible for ensuring CASA El Dorado uses volunteers sufficiently to meet the match requirements associated with this funding.

**5) Distribution of funds**

The full allocation of County Victim Services Program funding will be subawarded to CASA El Dorado. While HHSA does have a federally approved indirect cost rate, this rate is based off of salaries of internal positions. Without employing any internal positions, HHSA lacks any costs that can be considered a part of the base upon which indirect cost rates could be applied. As a result, HHSA will not receive any administrative

Subrecipient: El Dorado County Subaward #: XC20030090

costs related to this program; the entirety of the funding will be subawarded to CASA El Dorado.

## Operational Agreements (OA) Summary Form

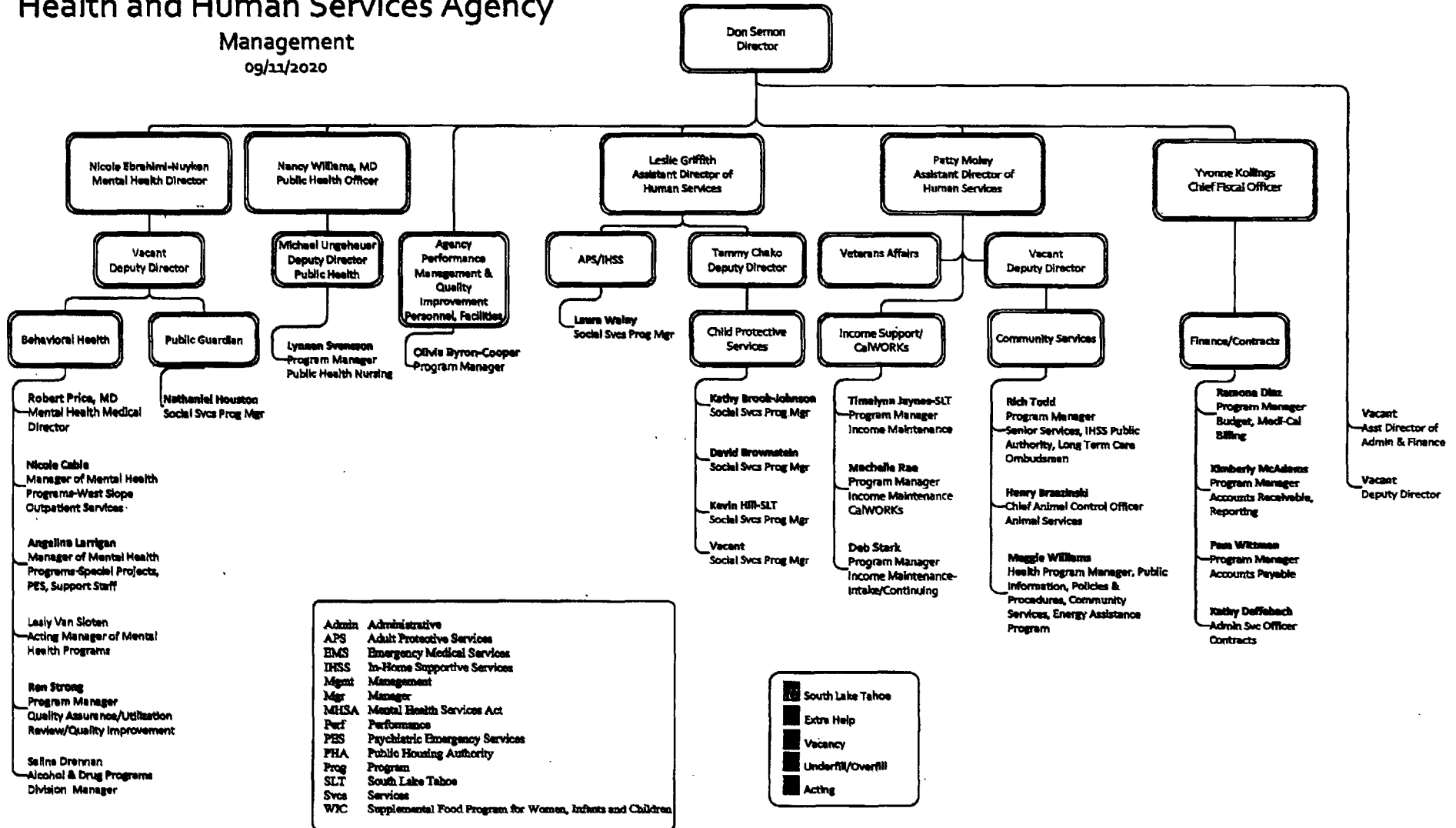
List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
		From:	To:
1. CASA El Dorado	<i>In Progress subsequent</i>	to	<i>award</i>
2.		to	
3.		to	
4.		to	
5.		to	
6.		to	
7.		to	
8.		to	
9.		to	
10.		to	
11.		to	
12.		to	
13.		to	
14.		to	
15.		to	
16.		to	
17.		to	
18.		to	
19.		to	
20.		to	

Use additional pages if necessary.



# Health and Human Services Agency Management

09/11/2020



Admin	Administrative
APS	Adult Protective Services
EMS	Emergency Medical Services
IHSS	In-Home Supportive Services
Mgmt	Management
Mgr	Manager
MHSA	Mental Health Services Act
Perf	Performance
PES	Psychiatric Emergency Services
PHA	Public Housing Authority
Prog	Program
SLT	South Lake Tahoe
Svcs	Services
WIC	Supplemental Food Program for Women, Infants and Children

■	South Lake Tahoe
■	Extra Help
■	Vacancy
■	Underfill/Overfill
■	Acting

## Synopsis:

The following plan, submitted by the County of El Dorado, Health and Human Services Agency (HHSA), on behalf of the County's Victim Services Steering Committee (VSSC), is intended to meet the requirements set forth in the Request for Applications (RFA) for the County Victim Services Program released by the California Governor's Office of Emergency Services on July 1, 2020.

Consistent with the requirements of the RFA, the County reconvened a meeting of the Victim Services Steering Committee on both August 13, 2020 and August 26, 2020. Organizations represented at the meetings include:

- El Dorado County Adult Protective Services (within HHSA);
- El Dorado County Child Protective Services (within HHSA);
- El Dorado County Superior Court;
- El Dorado County District Attorney's Office;
- El Dorado County Behavior Health (within HHSA);
- The City of Placerville Police Department;
- El Dorado County Probation Department;
- El Dorado County Sheriff's Office;
- El Dorado County's Victim Witness Program (within the DA's Office); and
- Live Violence Free (Cal OES Funded Domestic Violence and Rape Crisis Program).

As a result of both meetings and discussion the VSSC has agreed to direct the funds available through this grant opportunity to CASA El Dorado, the subaward recipient selected from the original plan submitted as a result of the 2016 County Victim Services Program RFA.

As a subrecipient of County Victim Services Program Funding, CASA will continue to serve victims of child abuse and neglect through the provision of Court Appointed Advocacy Services, engage in the recruitment and training of additional advocates to meet the need for services, and engage in on-going, collaborative meetings and discussions with the Victim Services Steering Committee to continue to address the unmet needs of crime victims.

## **Plan**

### **Overview:**

CASA El Dorado has served victims of child abuse and neglect in El Dorado County for 28 years. As a result of the funding received, CASA El Dorado has dramatically reduced the wait list for minors awaiting Court Appointed Special Advocates from approximately 140 children per year down to 50 per year. Funding provided through this grant allows CASA to serve approximately 90 youth per year, who without this funding, would not receive services.

### **Goal #1:**

Provide Court Appointed Special Advocate services to 90 youth per calendar year.

### **Goal #2:**

Engage in regular, on-going meetings with VSSC members to address the unmet needs of crime victims and sure plan goals are achieved. Evidence of meeting this goal will consist of agendas and attendance records conducted at each meeting.

### **Plan Activities:**

With funding made available through the Cal OES County Victim Services Program, CASA will:

1. Continue providing Court Appointed Special Advocacy Services to 90 youth per year. Services include:
  - a. Support for victims of child abuse and neglect through the criminal justice process;
  - b. Educational, social, medical, mental health, and substance abuse supports, either directly or through connecting youth with services available locally;
  - c. Independent investigation into the circumstances and needs of each child;
  - d. Identification of resources and services needed for each child;
  - e. Communication with criminal justice systems partners involved, within the limits of and respect for the confidentiality rights afforded to these youth under California law. Communication may include identifying the child's wishes/interests, the best interests of the child's family, the child's unmet needs, and circumstances impacting and/or influencing the life of the child that may be relevant to the different actors working with the child throughout the criminal justice system; and
  - f. Monitoring to ensure court orders are followed and services received by the child are resulting in beneficial outcomes.
  - g. Funding made available through the County Victim Service Program will be used to provide these services for youth who are victims of child abuse and neglect exclusively. It will not be used to provide advocacy for youth who are the involved in the criminal justice system as a result of a petition filed by the District Attorney's Office or because of arrest.

2. Dedicate personnel to the on-going recruitment and training of additional court appointed advocates, ensuring the availability of advocates to meet the demand of youth to the extent possible. Recruitment and training of advocates at a minimum will include:
  - a. The provision of at least 30 hours of formal instruction consistent with the 2020 California Rules of Court (or otherwise as amended, updated, or adopted the Court) and the California Welfare and Institutions Code §102(d)1-10; and
  - b. Education on the roles and responsibilities of the parties involved in the juvenile court structure, including but not limited to the roles of the advocate, the roles of the judiciary, the Probation Department, the District Attorney, and the Public Defender. The purpose of this education should be focused on ensuring advocates understand the system in which recommendations are made by the advocate and how those recommendations impact parties involved in court proceedings.
3. Dedicate whatever time and resources necessary to host and participate in regular Victim Services Steering Committee meetings, with invitations to attend extended to all parties signing this plan.
  - a. VSSC meetings will be held regularly (quarterly or monthly, or as otherwise requested and agreed upon by the VSSC). At a minimum, the VSSC will reconvene six months after the award of funds by Cal OES in order to evaluate progress on meeting the objectives identified herein, consistent with the requirements of the County Victim Services Program RFA.
  - b. VSSC meetings will include the opportunity for any VSSC represented organization to present information and materials that may assist CASA El Dorado in serving youth in need of advocacy.
  - c. VSSC meetings will also include a regular report from CASA to the VSSC members on the numbers of youth served, the number of youth currently awaiting an advocate, and additional resources and/or services that could be beneficial in serving the youth.

## Conclusion:

In addition to the services provided by CASA El Dorado, relevant to this opportunity for funding, it is the intent of all organizations represented by the Victim Services Steering Committee to ensure regular collaboration and dialog in support of justice for crime victims. While CASA El Dorado plays an important role in ensuring advocacy and support for youth, their role is a part of a larger system dedicated to ensuring justice within the community.

By endorsing this plan for funding, the members of the VSSC acknowledge the need for additional supports within the justice system and the need for greater collaboration between all parties within this system. Further, this endorsement is made with the acknowledgement of and appreciation for the work and contributions of all VSSC member organizations, and a commitment by the undersigned parties to continue to support the ongoing efforts by community agencies dedicated to meeting the unmet needs of crime victims.

County of El Dorado  
Victim Services Steering Committee  
Plan for County Victim Services Program

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John D' Agostini  
Sheriff  
El Dorado County



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District Attorney  
El Dorado County

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Executive Officer  
El Dorado County Superior Court

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El Dorado County Probation Department

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Chief of Police  
Placerville Police Department

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Adult Protective Services  
County of El Dorado  
Health & Human Services Agency

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Behavioral Health Director  
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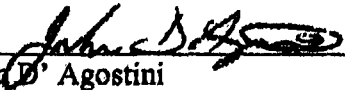
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Assistant Director  
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County of El Dorado  
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President of the Board of Directors  
Live Violence Free

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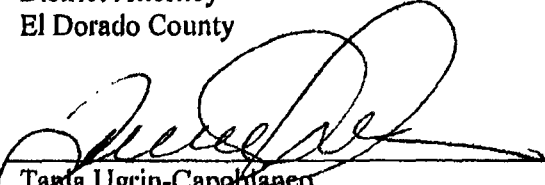
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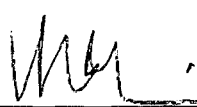
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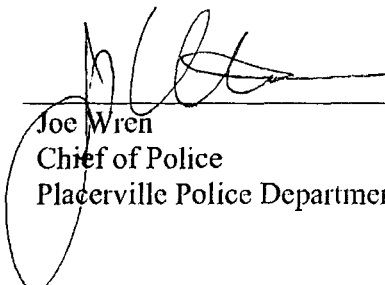
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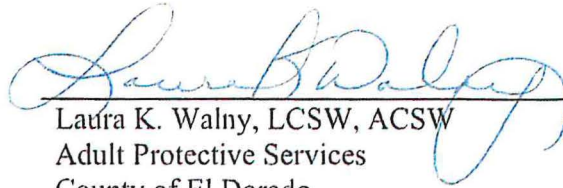


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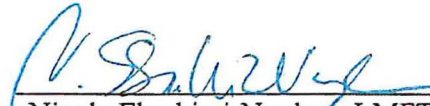


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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

**Subrecipient** County of El Dorado, Health and Human Services Agency **Duns#** <sup>0715 93201</sup> 040558433 **FIPS#** 06017 <sup>017-00000</sup> ~~037-00000~~

**Disaster/Program Title:** County Victim Services Program (XC)

**Performance Period:** 01/01/21 to 12/31/21 **Subaward Amount Requested:** \$168,946

**Type of Non-Federal Entity (Check Box):**  State Gov.  Local Gov.  JPA  Non-Profit  Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 67,426,972
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

**Certification:** *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

<b>Signature: (Authorized Agent)</b> <i>Yvonne Kollings</i>	<b>Date:</b> 09/14/2020
<b>Print Name and Title:</b> Yvonne Kollings	<b>Phone Number:</b> 530-295-6917
<b>Cal OES Staff Only:</b> SUBAWARD # <u>XC, 20 03 0090</u>	

**PROJECT SERVICE AREA INFORMATION**

1. **COUNTY OR COUNTIES SERVED:** Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

El Dorado County

2. **U.S. CONGRESSIONAL DISTRICT(S):** Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

4th

3. **STATE ASSEMBLY DISTRICT(S):** Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

5th and 6th

4. **STATE SENATE DISTRICT(S):** Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

1sts

5. **POPULATION OF SERVICE AREA:** Enter the total population of the area served by the project.

184,917



Exhibit C

**BILLING INVOICE for County VictimServices (XC) Program El Dorado CASA Sub Award**

Vendor Name:	
Vendor Remittance Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	5535
Program Description:	
EDC HHS Program Contact Person:	Leslie Griffith
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	Direct Cost Identified from Grant Application Budget	COST PER UNIT (Rate)	AMOUNT
			0
			0
			0
	<b>Subtotal:</b>		0
	<b>Tax:</b>		
	<b>Please Pay this Amount:</b>		0

<b>Invoice Backup</b>
Invoice backup for services to include all data listed in your contract. – ( if appropriate )
If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

<b>County Use Only</b>	
Contract Administrator Approval:	Date: _____
Program Manager Approval:	Date: _____
Director Approval:	Date: _____
<b>Send Invoice To:</b>	
<b>Bill to:</b>	Email: <b>SSCWSinvoice@edcgov.us</b> (preferred method)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667

**EXHIBIT D**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF VENDOR/RECIPIENT: CASA El Dorado

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

03/16/2021

Date  
347 Main St. Placerville, CA 95667

Address of vendor/recipient

  
Kathryn Matthews (Mar 16, 2021 16:09 PDT)

Signature

(08/13/01)