

FUNDING AGREEMENT #8084
Court Appointed Special Advocate Services

THIS FUNDING 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 Non-Profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 347 Main Street, Placerville, California 95667, (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Subrecipient to provide Court Appointed Special Advocate services for clients identified by the County of El Dorado Health and Human Services Agency (HHSA);

WHEREAS, On August 7, 2023, the California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, released a new Request for Applications (RFA) 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 (VSSC) to discuss potential uses for funding and gaps that could be addressed to better serve crime victims;

WHEREAS, the VSSC reconvened on August 30, 2023, and voted to continue to subaward the County Victim Services Program funding to CASA El Dorado;

WHEREAS, on October 17, 2023, the Board of Supervisors authorized the Director of HHSA to apply, execute, and administer any agreement or subsequent administrative/fiscal documents relating to the Cal OES County Victim Services Program grant for Fiscal Years 2023-24 and 2024-25, including a subaward agreement with CASA El Dorado, contingent upon approval by County Counsel and Risk Management (File ID: 23-1605);

WHEREAS, with the funding made available through this grant, CASA El Dorado aims to provide court advocacy for at least 90 youth per calendar year, 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;

WHEREAS, County has determined that the provision of such services provided by Subrecipient are necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective; for example, contracts relating to litigation or

potential litigation may require independent contractors 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; and

WHEREAS, Subrecipient has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

WHEREAS, County has determined that the provision of such services provided by Subrecipient 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;

NOW, THEREFORE, County and Subrecipient mutually agree as follows:

ARTICLE I

Scope of Services: In accordance with the RFA requirements for the County Victim Services Program (XC Program), the VSSC, determined that the underserved victim population in El Dorado County to be served through this program are 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 states only prior grantees may apply for funding through the XC Program. As CASA El Dorado is the legally mandated entity responsible for providing Court Appointed Special Advocate services, and the El Dorado County HHSA is an eligible applicant, the purpose of this Agreement is to establish the terms and conditions of which CASA El Dorado will provide the needed services as a subaward recipient of this funding.

Subrecipient shall furnish all personnel, services, and materials necessary to provide Court Appointed Special Advocates to El Dorado County victims of CAN who are not currently receiving services from advocates due to a lack of capacity and resources.

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

In the performance of these services, Subrecipient shall:

- A. Adhere to all terms and conditions identified in Exhibit A, marked "XC Program RFA," incorporated herein and made by reference a part hereof.
- B. Comply with Victims of Crime Act (VOCA) guidelines as follows:
 - 1. Subrecipient shall provide volunteers in the performance of advocate services under this agreement.
 - 2. Victims cannot be charged for services provided using VOCA funds.
 - 3. VOCA funds and the required in-kind match, to be met through the provision of Subrecipient provided volunteers, 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, "15POVC-23-GG-00432-ASSI" Subaward #: XC23 06 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 : <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/VSPS-Branch-Federal-Fund-Information-Guide.docx>
- C. Adhere to all terms and conditions of the Cal OES Subrecipient Handbook. Information on the Subrecipient Handbook can be found here: https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2023_Subrecipient_Handbook.pdf
- D. Provide Court Appointed Special Advocates to CAN victims, who are currently not provided with advocates due to a lack of resources. Subrecipient provided advocacy services shall include:
 - 1. Provision of Court Appointed Special Advocacy Services to 90 youth per year. The Subrecipient may provide services to more CAN victims as the Subrecipient deems appropriate.
 - a. Support for victims of child abuse and neglect through the 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 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 justice system; and
 - f. Monitoring to ensure court orders are followed and services received by the child resulting in beneficial outcomes.
 - 2. Dedicate personnel to the ongoing 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 shall 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 by 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 County VSSC meetings, with invitations to attend extended to all parties signing the County's VSSC plan.
 - a. VSSC meetings will be held regularly (annually, 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 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 number 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 "Subgrant Award Report" (VOCA SAR) must be completed at the time funds are awarded.
 - i. Cal OES will initiate access and the Subrecipient must complete the remainder of the report in the Office for Victims of Crime (OVC) Performance Measurement Tool (OVC PMT).
 - c. The Subrecipient will complete the Cal OES required Office of Victims of Crime Performance Measurement Tool and Report:
 - d. The Subrecipient 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 VOCA regulations and report said data, pursuant to the reporting requirements referenced herein.
 - a. Subrecipient must maintain and utilize the transmission of data electronically and securely via high-speed internet.
 - b. County will notify the Subrecipient in writing of any reporting requirement or reporting component changes and 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 Subrecipient will be reimbursed for only those costs identified in the Budget Section, pages 19 to 21 of Exhibit B, marked "Cal OES Grant Application," incorporated herein and made by reference a part hereof, or in adherence with any subsequent budget modification approved in writing by County's Contract Administrator based on approval from Cal OES.
 - b. The Subrecipient will be responsible for any costs not identified in Exhibit B, or as outlined in the County's written budget modification acceptance to Exhibit B, as applicable.
 - c. Any additional costs or changes to the budget identified in Exhibit B must be approved in advance by Cal OES and County's Contract Administrator.
 - 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 County's Contract Administrator.
 - e. In the event that Subrecipient fails to deliver, in the format specified, the deliverables and financial reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

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

Please Send Reports to:
County of El Dorado Health and Human Services Agency Attn: Leslie Griffith 3057 Briw Road, Suite A Placerville, CA 95667-5321

G. Performance Period:

1. All services performed as a part of this Agreement shall take place between the dates January 1, 2024, and December 31, 2024 (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, 2025.

H. Match Provisions:

1. Match for this Agreement shall be in-kind unless prior approval is given by County to change the match contribution to a cash match.
2. The Subrecipient shall be responsible for identifying and tracking all volunteer hours used as an in-kind match for VOCA funds.
3. The Subrecipient shall report to County the total number of volunteer hours worked providing services as a part of this Agreement monthly.

4. The Subrecipient shall report the total value of volunteer hours worked providing services as a part of this Agreement on a monthly basis.
5. The Subrecipient shall be responsible for ensuring the cumulative value of the in-kind match reported is sufficient to meet the match requirement associated with the funds expended.
 - a. The Subrecipient will be responsible for reporting a total cumulative amount of \$40,256 in verifiable, matching funds no later than 30 days after December 31, 2024, if the Subrecipient has expended the total funds available in this Agreement.
 - b. All matching funds reported must have taken place within the Performance Period.
 - c. If the Subrecipient has not expended the total funds available by this agreement, the Subrecipient shall provide twenty percent (20%) in matching funds (in-kind value) 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 Subrecipient will be responsible for reimbursing the funds requested for reimbursement associated with the disallowed match.
 - f. If an insufficient in-kind match is reported:
 - i. The Subrecipient 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 Subrecipient 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 Subrecipient shall, with thirty (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 Subrecipient 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 after receipt of a Notice of Closure from Cal OES or County.
3. The Subrecipient shall comply with County's subrecipient/subaward monitoring processes.

J. Service identification/distinction and tracking:

1. The Subrecipient shall develop and implement a plan for identifying CAN victims served through this program separate from CAN victims served with other funds.
2. The Subrecipient 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 Subrecipient shall also track the number 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 Subrecipient shall provide paraprofessional level therapy to CAN victims served as a part of this Agreement.
2. The Subrecipient shall provide these services through a subcontract with Live Violence Free, a nonprofit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2941 Lake Tahoe Blvd., Suite A, South Lake Tahoe, California 96150. All provisions established in this contract shall apply equally to the subcontract with Live Violence Free.
3. The terms of compensation for said services will be mutually agreed upon by both Subrecipient and Live Violence Free and shall not exceed the amount identified in the Cal OES approved budget included in Exhibit B, or in accordance with any subsequent written County approved subsequent modification or amendment to this budget.

L. Copyright and Intellectual Property:

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 County and the Subrecipient 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. County and Subrecipient will credit the federal award agency on any materials, inventions, or deliverables produced under the federal award and subaward.

M. Ownership of Data:

Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Subrecipient's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Subrecipient shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

N. Closeout:

County shall determine whether all applicable administrative action has been completed by the Subrecipient at the end of the Performance Period. 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, 2024. The Subrecipient must permit County, State Administering Agency, or Federal Funding Agency auditors to have access to the Subrecipient'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.

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

P. Uniform Grants Guidelines Requirements:

In adherence with the Office of Management and Budget (OMB) Uniform Grant Guidance, Subrecipient, as a subrecipients of federal funds, must be provided with the following information:

Uniform Grant Guidance Required Information	
1. Subrecipient's Name:	CASA El Dorado
2. Subrecipient's UEI Number:	LC6SJKCY89J9
3. Federal Award Dates:	1/1/2024-12/31/2024
4. Performance Period:	January 1, 2024 – December 31, 2024
5. Amount of Federal Funds Obligated by this action:	\$161,022
6. Total amount of the federal award committed to Subrecipient	\$161,022
7. Total in-kind volunteer match required by Subrecipient for this Federal Subaward:	\$40,256
8. Federal Awarding Agency:	Department of Justice, Office for Victims of Crime.
9. Pass-through State Agency:	California Governor's Office of Emergency Services
10. Catalogue of Federal Domestic Assistance Number:	16.575
11. Federal Award Identification Number:	XC23 06 0090
12. Federal Award Program Title:	VOCA Formula Grant Program
13. Indirect Cost Rate:	None
14. Subaward is not a Research and Development grant	

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period January 1, 2024, through December 31, 2024.

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 OVC, the Subrecipient shall not be reimbursed for the expense.
- C. It is a requirement of this Agreement that Subrecipient shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Subrecipient's charges for the specific services billed on those invoices.

The billings for Fiscal Year (FY) 2024, and thereafter for the term of this Agreement, shall be in the manner as detailed in this Article.

Subrecipient is required to submit monthly invoices following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides Client services in accordance with "Scope of Services." Receipt by HHSA of invoices and associated paperwork submitted by Subrecipient for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Subrecipient may be required to submit additional or new information, which may delay reimbursement.

For services provided herein, including any deliverables that may be identified herein, Subrecipient shall submit invoices for services thirty (30) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Subrecipient provides services in accordance with ARTICLE I, Scope of Work. For all satisfactory services provided herein, County agrees to pay Subrecipient monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoice(s) identifying services rendered.

- D. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in the budget included in Exhibit B. Rates may be updated only with approval of a Cal OES accepted budget modification and via written approval received from County's Contract Administrator.
- E. **Invoices:** It is a requirement of this Agreement that Subrecipient shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_Subrecipient_resources.aspx and shall reference this Agreement number on their faces.

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

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<u>SSCWSinvoice@edcgov.us</u> Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Subrecipient fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$161,022. Subrecipient shall provide an in-kind match in the amount of \$40,256.

ARTICLE V

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or Subrecipient who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient or Subrecipient remains in good standing with the federal government throughout the life of the agreement/contract.

Subrecipient agrees to comply with Federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Subrecipient to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Subrecipient has been suspended or using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or Subrecipient is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. System for Award Management: Subrecipient is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."
 - 1. The Subrecipient must register and maintain an "Active" status within SAM at <https://sam.gov/content/home>.
 - 2. If County cannot access or verify "Active" status, the Subrecipient must immediately update the information as required.
- B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs

administered by the County on behalf of California Governor's Office of Emergency Services that may apply to this contract:

Federal Funding Information			
Subrecipient:	CASA El Dorado		UEI #: LC6SJKCY89J9
Award Term:	01/01/2024 – 12/31/2024		EIN #: 680299245
Total Federal Funds Obligated: \$201,278			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
16.575	15POVC-23-GG-00432-ASSI	1/1/2024-12/31/2024	VOCA Victim Assistance Formula Grant Program
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.		
Awarding Agency:	Department of Justice, Office for Victims of Crime (pass-through agency: Cal OES)		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus ☒
Yes ☐ No ☒	Award is for Research and development.		

ARTICLE VI

Lobbying Certification: The Subrecipient, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VII

Audits, Compliance, and Monitoring:

- A. Subrecipient shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Subrecipients receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Subrecipient until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Subrecipient be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Subrecipient shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VIII

Nondiscrimination:

- A. County may require Subrecipient's services on projects involving funding from various state and/or federal agencies, and as a consequence, Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient 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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Subrecipient shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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. Subrecipient and its

employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Subrecipient's signature executing this Agreement 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 11102.
- D. Subrecipient shall comply with **Exhibit C**, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Subrecipient shall acknowledge compliance by signing and returning **Exhibit C** upon request by County.

ARTICLE IX

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

ARTICLE X

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Subrecipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Subrecipient advance written notice of such termination, allowing Subrecipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XI

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 XII

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 understood that this Agreement does not create an exclusive relationship between County and Subrecipient, and Subrecipient may perform similar work or services for others. However, Subrecipient shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Subrecipient's responsibilities or hinder Subrecipient's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

Confidentiality: Subrecipient shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Subrecipient, and all Subrecipient's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIV

Assignment and Delegation: Subrecipient is engaged by County for its unique qualifications and skills as well as those of its personnel. Subrecipient 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.

In the event Subrecipient receives written consent to subcontract services under this Agreement, Subrecipient is required to ensure subSubrecipient remains in compliance with the terms and conditions of this Agreement. In addition, Subrecipient is required to monitor subSubrecipient's compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

ARTICLE XV

Independent Contractor: The parties intend that an independent Subrecipient relationship will be created by this contract. Subrecipient is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Subrecipient exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Subrecipient. Those persons will be entirely and exclusively under the direction, supervision, and control of Subrecipient.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Subrecipient performs the work or services for accomplishing the results. Subrecipient understands and agrees that Subrecipient lacks the authority to bind County or incur any obligations on behalf of County.

Subrecipient, including any employees of Subrecipient, may submit invoices for allowable benefits as outlined in the 2023 Cal OES Subrecipient Handbook, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, Social Security, disability insurance, pension or 457 plans, or worker's compensation. Federal Income Contribution Act amounts, or taxes of any kind can be reimbursed to Subrecipient when included on the Budget Pages in Exhibit B and

are in accordance with the Subrecipient's approved policies. Subrecipient shall not be subject to the work schedules or vacation periods that apply to County employees.

Subrecipient shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Subrecipient provides for its employees.

Subrecipient acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Subrecipient shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Audit by California State Auditor: Subrecipient 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 §8546.7. In order to facilitate these potential examinations and audits, Subrecipient 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 XVIII

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Subrecipient shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Subrecipient, the excess costs to procure from an alternate source.
4. County shall pay Subrecipient the sum due to Subrecipient under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Subrecipient under this Agreement and the balance, if any, shall be paid to Subrecipient upon demand.
5. County may require Subrecipient to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
7. A representation or warranty made by Subrecipient in this Agreement proves to have been false or misleading in any respect.
8. Subrecipient fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
9. A violation of the Article titled "Conflict of Interest."

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Subrecipient.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Subrecipient 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, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient, and for any

other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Subrecipient 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 XIX

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, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contract@edcgov.us

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 Subrecipient shall be addressed as follows:

CASA El Dorado
347 Main Street
Placerville, CA 95667
ATTN: Natalie Moore, Executive Director
natalie@casaeldorado.org

or to such other location as the Subrecipient directs.

ARTICLE XX

Change of Address: In the event of a change in address for Subrecipient's principal place of business, Subrecipient's Agent for Service of Process, or Notices to Contractor, Subrecipient shall notify County in writing pursuant to the provisions contained herein above 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 XXI

Indemnity: To the fullest extent permitted by law, Subrecipient 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 Subrecipient 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 Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Subrecipient are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Subrecipient 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 Subrecipient in the performance of the Agreement.
- D. In the event Subrecipient 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. Subrecipient 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. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as

provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient 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:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. 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 Subrecipient'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 Subrecipient'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 Subrecipient 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. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Subrecipient cannot provide an occurrence policy, Subrecipient 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 XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Subrecipient and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Subrecipient covenants that during the term of this Agreement neither it, or any officer or employee of the Subrecipient, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Subrecipient becomes aware of a conflict of interest related to this Agreement, Subrecipient shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Subrecipient shall complete and sign the attached **Exhibit D**, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Subrecipient, if any, to any officer of County.

ARTICLE XXVI

California Residency (Form 590): If Subrecipient is a California resident, Subrecipients 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 Subrecipient 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 Subrecipient during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVII

County Payee Data Record Form: All independent Subrecipients or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVIII

County Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Subrecipient warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

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

ARTICLE XXX

Contract 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. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, HHSA Director shall designate a representative to temporarily act as the primary Contract Administrator of this agreement and shall provide the Subrecipient with the name, address, email, and telephone number for this designee via notification in accordance with the article titled "Notice to Parties" herein.

ARTICLE XXXI

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 XXXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXIII

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 XXXIV

California Forum and Law: 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 XXXV

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 XXXVI

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 XXXVII

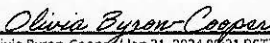
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Jan 26, 2024 12:32 PST)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 01/26/2024

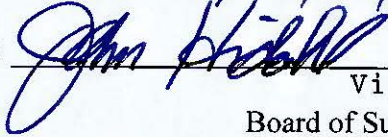
Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jan 31, 2024 09:21 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

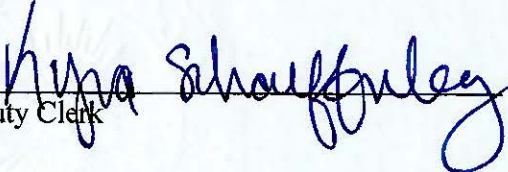
Dated: 01/31/2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #8084 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2/27/24
By:  Vice-Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:  Deputy Clerk
Dated: 2/27/24

-- CASA EL DORADO --

By: Natalie Moore
Natalie Moore (Jan 31, 2024 12:26 PST)
Natalie Moore
Executive Director
"Subrecipient" Dated: 01/31/2024

By: 
Alexis Dascalouas Foley (Feb 3, 2024 18:57 PST)
Alexis Foley
Corporate Secretary
"Subrecipient" Dated: 02/03/2024



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

REQUEST FOR APPLICATION

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: August 7, 2023

This Request for Application (RFA) provides detailed information and forms necessary to prepare a proposal 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

Description:

The purpose of the Program is to assess the existing victim service structure, identify needs, and fill gaps in victim services in all counties statewide and in the City of Los Angeles.

Eligibility:

The only eligible Applicants are Program Subrecipients funded in the previous fiscal year.

Grant Subaward Performance Period:

January 1, 2024, through December 31, 2024

Available Funding:

Individual Applicants may request up to the amount listed on the XC23 Program Funding Chart (Attachment A) for the 12-month Grant Subaward performance period.

Submission Deadline:

October 30, 2023



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PART I – OVERVIEW

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 - B. CONTACT INFORMATION
 - C. SUBMISSION DEADLINE AND REQUIREMENTS
 - D. ELIGIBILITY
 - E. GRANT SUBAWARD PERFORMANCE PERIOD
 - F. FUNDING INFORMATION
 - G. PROGRAMMATIC INFORMATION
-

A. PUBLIC RECORDS ACT NOTICE

Proposals are subject to the Public Records Act, Government Code Section 7920.000, *et seq.* Do not put any personally identifiable information or private information on this proposal. If you believe that any of the information you are putting on this proposal is exempt from the Public Records Act, please indicate what portions of the proposal 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

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

C. SUBMISSION DEADLINE AND REQUIREMENTS

Applications must be emailed to VSapplications@caloes.ca.gov by **11:59 pm on Monday, October 30, 2023.**

D. ELIGIBILITY

The only eligible Applicants are the XC Program Subrecipients funded in the previous fiscal year.

Before the Grant Subaward performance period begins, Applicants:

- Must have a Unique Entity Identifier (Unique Entity ID) registered in the federal System for Award Management (SAM). Applicants who do not currently have a Unique Entity ID will need to register at SAM.gov to obtain one.

- Must **not** have an exclusion record in SAM. An exclusion record in the SAM indicates that a contractor (agency) is listed in the (federal) government-wide system for debarment and suspension. An agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. Check SAM status.

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is January 1, 2024, through December 31, 2024.

F. FUNDING INFORMATION

There is \$16,229,744 available for the Program for the Grant Subaward performance period. Funding is contingent upon availability of funds and passage of the 2023-24 State Budget Act. **Funding for subsequent fiscal years is not guaranteed and is contingent on availability of funds.**

1. Funding Amount

Applicants may apply for up to the amount listed on the XC23 Program Funding Chart (Attachment A), for the 12-month Grant Subaward performance period.

2. Funding Source(s)

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 funds:

- a. Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program (Formula Grant Program)
 - Supports eligible crime victim assistance programs.
 - Requires the use of volunteers unless there is a compelling reason to waive this requirement.
 - o To request a volunteer waiver, Applicants must submit the Volunteer Waiver Request Form (Cal OES Form 2-155) with their application.

- Requires a cash and/or in-kind match equal to 20 percent of the total project cost. Applicants may request a partial or full match waiver.
 - To request a match waiver, Applicants must submit the VOCA Match Waiver Request Form (Cal OES Form 2-159) with their application. Up to two VOCA fund sources can be entered on one form. An additional VOCA Match Waiver Request Form may be necessary when there are more than two VOCA fund sources. All sections of the form must be completed and answers to questions 6 and 7 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 Form 2-101).
- The federal award number for 2023 VOCA is currently unknown.

G. PROGRAMMATIC INFORMATION

1. Background Information/Program Description

The purpose of the Program is to assess the existing victim/survivor service structure, identify needs, and fill gaps in victim/survivor services in all counties statewide and in the City of Los Angeles.

2. Programmatic Components

a. Direct Victim Services

Subrecipients must provide services that accomplish at least one of the following:

- Provide victim/survivor centered trauma informed direct victim services to respond to the emotional, psychological, and/or physical needs of marginalized crime victims/survivors.
- Assist victims/survivors to understand and participate in the criminal justice system.
- Restore a measure of security and safety for the victim/survivor.

b. Assistance with California Victim Compensation Board Claims

Subrecipients are strongly encouraged to assist victims/survivors with applying for compensation benefits through the California Victim Compensation Board. 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 allocate funds for tablets or mobile communication devices and cellular service to swiftly facilitate the on-line application process in the office or in the field.

c. Victims of Crime Resource Center

Subrecipients are strongly encouraged to utilize the California Victims Legal Resource Center (VLRC) when assisting victims/survivors.

At the VLRC, Pacific McGeorge School of Law students and attorneys provide victims/survivors, their families, and service providers with information about victims'/survivor's legal rights in the criminal and civil justice systems and provide tailored resource referrals. Upon request, the VLRC provides publications on victims' rights, legal research on victims' rights to service providers, and educational presentations.

Services are free and can be accessed through the VLRC's confidential, toll-free hotline: 1-800-VICTIMS (842-8467), or through the www.1800victims.org website.

d. State of California Department of Justice Victims' Services Unit

Subrecipients are strongly encouraged to provide victims/survivors with information about the State of California Department of Justice (DOJ) Victims' Services Unit (VSU) when assisting victims/survivors.

DOJ VSU provides appeal notification to victims/survivors and their families, as well as assistance, support services, and outreach on capital and non-capital cases. DOJ VSU provides direct victim assistance in cases that are being prosecuted at the Attorney General's Office and is a resource for information about death penalty cases and sexual assault rape kit status.

Upon request, DOJ VSU provides publications on victims' rights and educational presentations. To receive information on resources, visit <https://oag.ca.gov/victimservices/notification>, call the toll-free VSU line at (877) 433-9069, or email VSU at VictimServices@doj.ca.gov.

3. Reporting Requirements

Progress Reports serve as a record for the implementation of the Grant Subaward. 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 Progress Reports required for the Program. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1 st Report	January 1, 2024 – June 30, 2024	July 30, 2024
Final Report	July 1, 2024 – December 31, 2024	January 30, 2025

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 must be completed by both the Subrecipient and Cal OES within 90 days of the beginning of the Grant Subaward performance period. Cal OES will initiate access and the Subrecipient will have **60 days to complete** the remainder of the report in the OVC Performance Measurement Tool. Then, Cal OES will have 30 days to either approve the SAR, or work with the Subrecipient on corrections, and then approve the SAR.

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 (on or about)
January 1, 2024 – March 31, 2024	April 14, 2024
April 1, 2024 – June 30, 2024	July 14, 2024
July 1, 2024 – September 30, 2024	October 14, 2024
October 1, 2024 – December 31, 2024	January 14, 2025

*Exact 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 or call toll-free (844) 884-2503.

PART II – RFA INSTRUCTIONS

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

A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the SRH. The SRH outlines the terms and conditions that apply to Cal OES VS Branch Grant Subawards and provides helpful information for developing a proposal, including a Glossary of Terms.

B. APPLICATION FORMS

Applicants 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 Grant Subaward Programmatic Narrative (Cal OES Form 2-108) – with a revision date of 4/2021 or later – and the Grant Subaward Budget Narrative (Cal OES Form 2-107) – with a revision date of 4/2021 or later.**

Applicants must complete and submit all required forms. **Required forms for this Program are identified on the Checklist in Part III.** All forms have written instructions. If a form requires a Grant Subaward number, leave this information blank. General information regarding each form is below.

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

This form is the title page of the Grant Subaward that is signed by the Official Designee (*SRH Section 3.030*) and the Cal OES Director (or designee). **This form is always required.**

2. Grant Subaward Contact Information (Cal OES Form 2-102)

This form provides Cal OES with contact information for all relevant Subrecipient personnel. Information for each individual should be direct contact information. **This form is always required.**

3. Grant Subaward Signature Authorization (Cal OES Form 2-103)

This form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all Grant Subaward-related matters. **This form is always required.**

4. Grant Subaward Certification of Assurance of Compliance (Cal OES Form 2-104)

This 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

This form is always required.

5. Grant Subaward Budget Pages (Cal OES Form 2-106a-b)

These forms demonstrate how the Applicant will implement the proposed plan with the funds available through this Program. This is the basis for management, fiscal review, and audit. **Grant Subaward Budget Pages (Cal OES Form 2-106a-b) are subject to Cal OES modifications and approval.** Failure of the Applicant to include required items does not eliminate responsibility to comply with those requirements during the implementation of the Grant Subaward. **One of these forms is always required.**

The Grant Subaward Budget Pages (Cal OES Form 2-106a-b) 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 Costs page. Applicants may add additional columns to the Grant Subaward Budget Pages (Cal OES Form 2-106a-b) 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 costs.**

The Grant Subaward Budget Pages (Cal OES Form 2-106a-b) must:

- Cover the entire Grant Subaward performance period.
- Include costs related to the objectives and activities of the Grant Subaward.
- Strict adherence to required and prohibited expenses.
- Include costs in the correct category (i.e., Personnel Costs, Operating Costs, and Equipment Costs – see below).

Include **only** those items covered by Grant Subaward funds, including match funds, when applicable. Applicants may supplement Grant Subaward funds with funds from other sources. However, since approved line items are subject to audit, Applicants should not include matching funds (if applicable) in excess of the required match on the Grant Subaward Budget Pages (Cal OES Form 2-106a-b).

a. Personnel Costs – Salaries/Employee Benefits

1) Salaries

Personnel includes Grant Subaward services performed by Grant Subaward 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 Grant Subaward (e.g., Clerical Staff @ \$20/hour x 980 hours; or Victim Advocate @ \$1,500/month x 12 months x .50 FTE). Personnel may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be allocated as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval of the Grant Subaward, they may not take time off using Grant Subaward funds.

2) Benefits

Employee benefits must be identified by type and include a calculation. The Applicant may use fixed percentages of salaries to calculate benefits. Allocated 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. Benefits, such as uniforms or California Bar Association dues, are allowable 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 FTE clerical positions).

Additional information on Personnel Expenses can be found in *SRH Part 3*.

b. Operating Costs

Operating costs are defined as necessary expenditures other than personnel salaries, benefits, and equipment. The costs must be Grant Subaward-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 common operating costs include, but are not limited to:

- Audit costs (SRH Section 14.035)
- Computers with an acquisition cost of \$4,999 or less
- Computer equipment rentals
- Consultant services (SRH Section 6.050)
- Equipment service and maintenance agreements
- Financial Assistance for clients (SRH Section 4.040)
- Furniture and office equipment (\$4,999 or less)
- Indirect costs (SRH Section 4.045)

- Insurance (e.g., vehicle, fire, bonding, theft, and liability)
- Internet access
- Office supplies
- Office rental space (SRH Section 4.055)
- Postage
- Printing
- Second-Tier Subawards (SRH Section 7.010)
- Software
- Training materials
- Travel and per diem (SRH Section 4.065)
- Utilities
- Vehicle maintenance

Additional information on Operating Expenses can be found in *SRH Part 4*.

c. Equipment Costs

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 copy machines must be one line item, not three).

Additional information on Equipment Costs can be found in *SRH Part 5*.

6. Grant Subaward Budget Narrative (Cal OES Form 2-107)

This form should describe the following:

- How the line items on the Grant Subaward Budget Pages (Cal OES Form 2-106a-b) support the objectives and activities.
- How funds are allocated to minimize administrative costs and support direct services.
- How shared costs are allocated.
- How Grant Subaward-funded staff duties and time commitments support the proposed objectives and activities.

- The necessity for subcontracts and unusual costs.
Need for mid-year salary range adjustments.

This form may be required.

7. Grant Subaward Programmatic Narrative (Cal OES Form 2-108)

This form 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. **This form is always required, however a Problem Statement may not.**

a. Problem Statement

In narrative form, provide a problem statement indicating the gaps in victim services identified by the Victim Services Steering Committee (VSSC) for the Program Grant Subaward performance period.

b. Plan

In narrative form, address the following:

- 1) The current victim services gaps/needs.
- 2) The plan to address the identified victim services gaps/needs. (The plan must include measurable objectives.)
- 3) The plan to sustain and/or integrate these services into the existing victim services structure beyond the Grant Subaward performance period.
- 4) How volunteers will be utilized and in what capacity.
- 5) With written consensus from the VSSC, funds may be sub-awarded through Second Tier Subawards, to other victim service providers. If applicable, indicate the direct services the Second Tier Subrecipients will provide.

8. Federal Fund Grant Subaward Assurances (Cal OES Forms 2-109a-g)

These forms list all the assurances and are a binding affirmation that Subrecipients will comply with the assurances to receive a federal fund source. Subrecipients may be asked to sign and submit one or more Federal Fund Grant Subaward Assurances (Cal OES Form 2-109a-g).

Every year, Cal OES updates the Federal Fund Grant Subaward Assurances (Cal OES Form 2-104a-g) to ensure that any new assurances placed upon the federal award are passed down to Subrecipients. Subrecipients will be notified if this change is needed.

This form is required for the applicable federal fund source(s) included in the Grant Subaward.

9. Petty Cash Victim Fund Certification (Cal OES Form 2-153)

A Petty Cash Victim Fund is a small amount of discretionary funds, in the form of cash, used for disbursements for unforeseen financial intervention paid directly to the victim. Subrecipients providing direct victim services may budget up to two percent of the total Grant Subaward cost for petty cash.

This form identifies the procedures to maintain safeguards and accountability of these funds. **This form is required only if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a-b) that meets the definition of Petty Cash in SRH Section 4.040.**

10. Grant Subaward Service Area Information (Cal OES Form 2-154)

This form identifies the counties, cities, and congressional districts served by the Grant Subaward. **This form is always required.**

11. Volunteer Waiver Request (Cal OES Form 2-155)

This form provides information to support a request to waive a volunteer requirement per Part I of this RFA. **This form is only required if the Program requires volunteers, and the Applicant wants to request a waiver.**

12. Non-Competitive Procurement Request (Cal OES Form 2-156)

A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. See *SRH Section 6.045* for additional information.

This form provides information to support a request for approval of a non-competitive procurement. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) that meets the definition of a non-competitive procurement in *SRH Section 6.045*.**

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

This form provides information to support a request for out-of-state travel. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) for out-of-state travel.**

14. Match Waiver Request (Cal OES 2-159)

This form is required to waive a portion, or all, of the required match. See Part I, F., 1 for additional information. Match waiver requests are not considered during the Proposal Rating process. **This form is only required if the Program is supported with VOCA funds AND the Applicant wants to request to waive match.**

15. Operational Agreement Summary Form (Cal OES Form 2-160)

This form lists the OAs a Subrecipient has with participating agencies/organizations. **This form is only required when the Program requires OAs, outlined in Part I, Subpart G.**

16. Independent Contractor/Consultant Rate Exemption Request (Cal OES Form 2-164)

The maximum rate for an independent contractor/consultant is \$650 per eight-hour day or \$81.25 per hour per *SRH Section 6.050*.

This form provides information to support a request for approval of an exemption to the maximum rate. **This form is only required if the**

Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) for an independent contractor above the maximum rate.

17. Lodging Rate Exemption Request (Cal OES Form 2-165)

This form provides information to support a request for approval of an exemption to the maximum lodging rate per SRH Section 4.070. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) with lodging above the maximum rate.**

18. 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 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 oversight to Subrecipients. **This form is always required.**

C. ADDITIONAL DOCUMENTS

Applicants may be required to submit additional documents. **Required documents for this Program are identified on the Checklist in Part III.**

General information regarding each document is below:

1. Indirect Cost Rate Agreement

The Indirect Cost Rate Agreement documents the agreed upon indirect cost rate negotiated between the federal government and an organization. **This document is only required if an Applicant has a negotiated indirect cost rate and costs are included in the Grant Subaward Budget Pages (Cal OES 2-106a or b).**

2. Organizational Chart

The Organizational Chart should clearly depict the structure of the Applicant's organization and the specific unit within the organization responsible for the implementation of the Grant Subaward. 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 on the Grant

Subaward Budget Pages (Cal OES Form 2-106a or b) and Grant Subaward Budget Narrative (Cal OES 2-107). **This document may or may not be required. Please see the Checklist in Part III.**

D. BUDGET POLICIES

The following sections of the SRH may be helpful in developing the Grant Subaward Budget Pages (Cal OES 2-106a) and Grant Subaward Budget Narrative (Cal OES 2-107):

- Additional Rental Space (*SRH Section 4.055*)
- Audit Costs (*SRH Section 14.055*)
- Automobiles (*SRH Section 5.020*)
- Contracting and Procurements Requirements (*SRH Part 6*)
- Equipment and Equipment Costs Requirements (*SRH Part 5*)
- Expert Witness Fees (*SRH Section 6.050*)
- Independent Contractor/Consultant (*SRH Section 6.050*)
- Indirect Cost or Facilities and Administration (*SRH Section 4.045*)
- Match Requirements (*SRH Section 9.060*)
- Facility Rental (*SRH Section 4.055*)
- Prohibited Operating Costs (*SRH Section 4.070*)
- Grant Subaward and Other Income (*SRH Section 9.075*)
- Supplanting Prohibited (*SRH Section 1.065*)
- Travel (*SRH Section 4.065*)

E. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their Grant Subawards 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 a proposal and for planning purposes:

- Audit Requirements (*SRH Part 14*)
- Communication and Internet Access (*SRH Section 1.070*)
- Intellectual Property, Copyright, and Patent Requirements (*SRH Part 8*)
- Fidelity Bond/Certificate of Insurance (*SRH Section 2.015*)
- Monitoring (*SRH Part 13*)
- Report of Expenditures and Request for Funds (*SRH Section 9.025*)
- Records Requirements (*SRH Part 12*)

PART III – CHECKLIST

This checklist is provided to ensure that a complete proposal is submitted to Cal OES. This also provides the order documents/forms should be organized.

The following forms/documents are required for all Subrecipients.

- ☐ GRANT SUBAWARD FACE SHEET (Cal OES Form 2-101) – Signed by the Official Designee authorized to enter into the Grant Subaward.
- ☐ GRANT SUBAWARD CONTACT INFORMATION (Cal OES Form 2-102)
- ☐ GRANT SUBAWARD SIGNATURE AUTHORIZATION (Cal OES Form 2-103)
- ☐ GRANT SUBAWARD CERTIFICATION OF ASSURANCE OF COMPLIANCE (Cal OES Form 2-104) – Signed by the Official Designee who signed the Grant Subaward Face Sheet and by the official delegating that authority
- ☐ GRANT SUBAWARD BUDGET PAGES (EXCEL SPREADSHEET FORMAT) (Cal OES Form 2-106a) Pages Multiple Fund Source
- ☐ GRANT SUBAWARD BUDGET NARRATIVE (Cal OES Form 2-107)
- ☐ GRANT SUBAWARD PROGRAMMATIC NARRATIVE (Cal OES Form 2-108)
 - PROBLEM STATEMENT
 - PLAN
- ☐ VOCA FEDERAL FUND GRANT SUBAWARD ASSURANCES (Cal OES Form 2-109a) – Signed by the Official Designee who signed the Grant Subaward Face Sheet
- ☐ SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT
- ☐ GRANT SUBAWARD SERVICE AREA INFORMATION (Cal OES Form 2-154)
- ☐ ORGANIZATIONAL CHART

The following forms/documents may be required depending on the Subrecipient's application and/or Program requirements.

- ☐ PETTY CASH VICTIM FUND CERTIFICATION (Cal OES Form 2-153)
- ☐ VOLUNTEER WAIVER REQUEST (Cal OES Form 2-155)
- ☐ NON-COMPETITIVE PROCUREMENT REQUEST (Cal OES Form 2-156)
- ☐ OUT-OF-STATE TRAVEL REQUEST (Cal OES Form 2-158)
- ☐ MATCH WAIVER REQUEST (Cal OES Form 2-159)
- ☐ OPERATIONAL AGREEMENT SUMMARY (Cal OES Form 2-160)
- ☐ INDEPENDENT CONTRACTOR/CONSULTANT RATE EXEMPTION REQUEST (Cal OES Form 2-164)

- ☐ LODGING RATE EXEMPTION REQUEST (Cal OES Form 2-165)
- ☐ INDIRECT COST RATE AGREEMENT

January 8, 2024

Leslie Griffith
Assistant Director, Child Protective Services
El Dorado County - Department of Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667-5335

Subject: **Grant Subaward Application Approval**
County Victim Services Program
Grant Subaward #: XC23 06 0090

Dear Leslie Griffith:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$161,022, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant 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 the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Anna Gastelum, at anna.gastelum@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

(Cal OES Use Only)

Cal OES #	017-00000-14	FIPS #	017-00000	VS#		Subaward #	XC23 06 0090	ag
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

TL
SMC

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

1. Subrecipient: County of El Dorado 1a. UEI#: HNUYLFNMNJR3
2. Implementing Agency: County of El Dorado Department of Health and Human Services Agency 2a. UEI#: HNUYLFNMNJR3 TL
3. Implementing Agency Address: 3057 Briw Rd., Suite B Placerville 95667-5335
(Street) (City) (Zip+4)
4. Location of Project: Placerville El Dorado 95667-5335
(City) (County) (Zip+4)
5. Disaster/Program Title: XC - County Victim Services Program 6. Performance/Budget Period: 1/1/2024 to 12/31/2024
(Start Date) (End Date)
7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

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.	2023	VOCA		\$161,022			\$40,256	\$40,256	\$201,278
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$161,022	\$161,022		\$40,256	\$40,256	\$201,278

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: Olivia Byron-Cooper, MPH Title: Director, Health and Human Services Agency

Payment Mailing Address: 3057 Briw Rd., Suite B City: Placerville Zip Code+4: 95667-5335

Signature: Olivia Byron-Cooper Date: 10/25/2023
Olivia Byron-Cooper Oct 25, 2023 10:16 PM

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.

DocuSigned by:

DocuSigned by:

Mary Rucker 1/5/2024
(Cal OES Designee) (Date)

Heather Carlson 1/5/2024
(Cal OES Designee) (Date)

ENY: 2023-24 Chapter: 12 SL: 18403
Item: 0690-102-0890 Pgm: 0385
FAIN #: 15POVC-23-GG-00432-ASSI 10/01/22-09/30/26
Fund: Federal Trust Fund AL#: 16.575
Program: County Victim Services Program
Match Req.: 20%, C/IK based on TPC
Project ID: OES23VOCA000012
SC: 2023-18403 Amount: \$161,022

Received 10/30/23

ML# ~~224555~~ ML# 228986DS
AR

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

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Nancy Ward, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2023	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$153,789,867	\$147,638,272
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.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Domestic Violence Housing First Program (XD)
- Project Description (Please type the Project Description):
The purpose of the XD Program is to provide victims of domestic violence with safe, permanent housing and ongoing, supportive services tailored to address the individual needs of each victim. Examples of supportive services include transportation subsidies, financial assistance, career training, employment assistance, legal assistance, counseling, childcare, and temporary rental assistance.

4. Research & Development Section:

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



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

1. **Grant Subaward Director:**

Name: Leslie Griffith Title: Assistant Director, Child Protective Services
Telephone #: 530-624-4842 Email Address: leslie.griffith@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

2. **Financial Officer:**

Name: Kimberly McAdams Title: Assistant Director of Admin and Finance
Telephone #: 530-295-6932 Email Address: kimberly.mcadams@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

3. **Programmatic Point of Contact:**

Name: Leslie Griffith Title: Assistant Director, Child Protective Services
Telephone #: 530-624-4842 Email Address: leslie.griffith@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

4. **Financial Point of Contact:**

Name: Kimberly McAdams Title: Assistant Director of Admin and Finance
Telephone #: 530-295-6932 Email Address: kimberly.mcadams@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

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

Name: Olivia Byron-Cooper, MPH Title: Interim Director, Health & Human Svc Agency
Telephone #: 530-621-6270 Email Address: olivia.byron-cooper@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Olivia Byron-Cooper, MPH Title: Interim Director, Health & Human Svc Agency
Telephone #: 530-621-6270 Email Address: olivia.byron-cooper@edcgov.us
Address/City/ Zip Code (9-digit): 3057 Briw Rd., Ste B, Placerville, CA 95667-5335

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

Name: Wendy Thomas Title: Chair, Board of Supervisors
Telephone #: 530-621-5652 Email Address: wendy.thomas@edcgov.us
Address/City/ Zip Code (9-digit): 330 Fair Lane, Bld. A, Placerville, CA 95667-4103 TL



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OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

Implementing Agency: County of El Dorado, Health and Human Services Agency

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

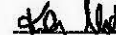
Printed Name: Leslie Griffith

Signature: 
Leslie Griffith (Oct 20, 2023 12:18 PDT)

Date: 10/20/2023

Financial Officer:

Printed Name: Kimberly McAdams

Signature: 
Kimberly McAdams (Oct 24, 2023 21:50 PDT)

Date: 10/24/2023

The following persons are authorized to
sign for the **Grant Subaward Director**:

Signature: 
Tammy Chako (Oct 20, 2023 12:20 PDT)

Printed Name: Tammy Chako

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

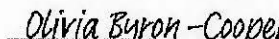
Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

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

Signature: 
Olivia Bryon-Cooper (Oct 25, 2023 08:26 PDT)

Printed Name: Olivia Bryon-Cooper, MPH

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



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Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of El Dorado

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	County Victim Services (XC) Program	XC23 06 0090	01/01/24 - 12/31/24
2			
3			
4			
5			
6			

I, Olivia Byron-Cooper, MPH (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



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IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated 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 affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	<u>Olivia Byron-Cooper</u> Olivia Byron-Cooper (Oct 25, 2023 08:25 PDT)
Official Designee's Typed Name:	Olivia Byron-Cooper, MPH
Official Designee's Title:	Director, Health and Human Services Agency
Date Executed:	10/25/2023
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
☐ City Financial Officer	☐ County Financial Officer
☐ City Manager	☐ County Manager
☒ Governing Board Chair	
Signature:	<u>Wendy Thomas</u>
Typed Name:	Wendy Thomas
Title:	Chair, Board of Supervisors
Date Executed:	10/17/2023

Grant Subaward Certification of Assurance of Compliance – Cal OES 2-104 (Revised 12/2021)



Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of El Dorado

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	County Victim Services (XC) Program	XC23 06 0090	01/01/24 - 12/31/24
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends \$750,000 or more in federal funds annually.

☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

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

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward 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 Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-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 Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) 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.

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 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier 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.

7. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) 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.

8. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

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

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are 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.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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

Subrecipients (and any Second-Tier Subrecipients) 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 Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) 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.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ 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. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. 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 DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree 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 Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward 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) Staff involved in the hiring process

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

2) Employment eligibility confirmation with E-Verify

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

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

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, 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 Grant Subaward, 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 Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
 - 1) Represent that they neither require, nor have 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) Certify that, if they learn, or are notified, that they have, or have been, requiring their 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, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
 - 1) Subrecipients represent that:
 - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to 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
 - b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
 - 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward 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, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

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

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

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

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), 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 Subrecipients (and any Second-Tier Subrecipients), 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 (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) 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>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) 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 (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' 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>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward– (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 Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will 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.

26. Federal Funding Accounting and Transparency Act (FFATA)

Yes No

- ☐ ☒ Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year?
- ☐ ☐ If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
- ☐ ☐ If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: Olivia Byron-Cooper
Olivia Byron-Cooper (Oct 24, 2023 09:26 PDT)

Official Designee's Typed Name: Olivia Byron-Cooper, MPH

Official Designee's Title: Director, Health and Human Services Agency

Date Executed: 10/25/2023

TL



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: El Dorado County		Grant Subaward #: XC23 06 0090		
B. Operating Costs - Line-item description and calculation		23 VOCA	23 VOCA MATCH	Total Amount Allocated
Case Supervisor #1 FTE @ 20.40 x 1,820 hrs=\$37,128 + \$4,084 taxes = \$41,212 + \$547 p/m benefits x 12 mos =\$6,564. Total \$47,776		\$47,776		\$47,776
Case Supervisor #2 FTE @ \$20.40 per hour x 1,560 hrs=\$31,824 + \$3,500 taxes = \$35,325 + \$375 p/m benefits x 12 mos = \$4,500 Total \$39,824		\$39,824		\$39,824
Senior Program Manager @ \$27.32 per hour x 40 hrs per month 40x12=480 hrs=\$13,113 + \$1,442 taxes + \$98 p/m benefits x 12 mos = \$1,176 Total \$15,731		\$15,731		\$15,731
Fiscal Manager @87 hrs p/m x 12 mos= 1,044 hours @ \$31.82 = \$33,220 + \$3,654 taxes/benefits = Total \$36,874		\$36,874		\$36,874
Cell phones - 6 x \$25 p/m x 12 mos = \$1,800		\$1,800		\$1,800
Data Tracking & Reporting/Case Management software \$200 p/m for 12 mos = \$2,400		\$2,400		\$2,400
Print Advertisements - \$1,200 per mo x 12 mos = \$14,400 (Billing only \$12,942)		\$12,942		\$12,942
Direct Svcs office space \$.98 per sq ft x 125 sq ft per person x 2.5 FTE x 12 mos=\$3,675 allowed		\$3,675		\$3,675
Volunteer Match The volunteer hourly rate of \$25.43 is the average of the Program Staff hourly rate plus estimated fringe benefits: \$23.59 + \$1.84 = \$25.43. 1,583 volunteer hours are included at this rate for a total of \$40,256			\$40,256	\$40,256
Operating Costs Fund Source Totals		\$161,022	\$40,256	\$201,278
OPERATING COSTS CATEGORY TOTAL				\$201,278

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: El Dorado County		Grant Subaward #: XC23 06 0090	
C. Equipment Costs - Line-item description and calculation	23 VOCA	23 VOCA MATCH	Total Amount Allocated
Equipment Costs Fund Source Totals			
EQUIPMENT COSTS CATEGORY TOTAL			

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	23 VOCA	23 VOCA MATCH	Total Project Cost
Fund Source Totals	\$161,022	\$40,256	\$201,278

TL

Budget Summary Report

XC23 County Victim Services Program

Subaward#: XC23 06 0090

El Dorado County

Subaward Period: 01/01/24 - 12/31/24

County Victim Services Program

Latest Request:

A Personnel Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	23VOCA	0	0	0	0	0
L	23VOCA	0	0	0	0	0
Total A Personnel Services - Salaries/Employee Benefits		0	0	0	0	0

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	23VOCA	161,022	0	161,022	0	161,022
L	23VOCA	40,256	0	40,256	0	40,256
Total B. Operating Expenses		201,278	0	201,278	0	201,278

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	23VOCA	0	0	0	0	0
L	23VOCA	0	0	0	0	0
Total C. Equipment		0	0	0	0	0

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total						

Budget Summary Report

XC23 County Victim Services Program
Subaward#: XC23 06 0090
El Dorado County
Subaward Period: 01/01/24 - 12/31/24

County Victim Services Program

Latest Request:

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	40,256	0	0	0	40,256
Total Funded:	161,022	0	161,022	0	161,022
Total Project Cost:	201,278	0	201,278	0	201,278



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

One-hundred percent of the funds allocated to El Dorado County will be sub-awarded to CASA El Dorado through El Dorado County Health and Human Services Agency.

With the sub-award, ***all of the funds for Court Appointed Special Advocate (CASA) engagement with abused and neglected children are for costs that are directly required for the contractor to perform these services.*** Costs identified are predominately for the wages and benefits of three program employees who are 100% dedicated to training and supporting the CASA volunteers, who are dedicated to serving childhood victims of abuse and neglect. They will have no other duties than those dedicated to the service of the victim population. These funds help to fill gaps in services to this vulnerable population by elevating their voices in court, assistance with navigating court procedures, and connection to additional resources and services for the child. Funds are also allocated to the reporting, tracking, and invoicing required by the contract and carried out by the Fiscal Manager. All of the employees are located in their Placerville office. Funds for cell phones, data tracking software, and office space required for carrying out the program are included. Print advertising costs needed for the recruitment of new volunteers to be trained under this subaward are included.

Case Supervisor Role: The Case Supervisor is responsible for screening, training and supporting CASA advocates and is charged with matching volunteer resources to the greatest need and provides ongoing, empathetic support to volunteers who navigate the child welfare system. Case Supervisors must model good partnership skills and positive communication abilities with social workers,



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Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

judges, attorneys, foster family agencies and others. They demonstrate patience, perseverance, strong communication skills and team oriented collaboration and advocacy.

The education level for this position is college undergraduate degree or equivalent experience with a background in social services and/or psychology. The bulk of this person's time is spent in support of the activities of CASA advocates. They communicate with advocates and troubleshoot situations that require support. CASA advocates work collaboratively with many different agencies and cases become complex. Case Supervisors' support helps advocates bridge interagency requirements. Other interactions include biological and foster parents, extended family, teachers, doctors, therapists, social workers, attorneys and judges. Case Supervisors must also engage with other agencies by attending standing committees and task forces such as Child Abuse Prevention Council and Child Parent Resource Teams to establish a collaborative approach. Case Supervisors also appear in court 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 report on a matter, in addition to the written report provided by the CASA advocate.

Case Supervisors possess a knowledge of the laws governing child protection and child custody. They have experience in writing professional reports. All CASA staff comply with extensive background screening and finger print analysis and abide by very strict confidentiality laws. They must possess the sensitivity and insight to match volunteers with the children they will support. They provide



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

technical oversight to the CASA advocates and ensure compliance with all laws, policies and procedures.

CASA volunteer advocates operate with the support and expertise of the Case Supervisor. They train and support the CASA advocate, who works with the child and the people in that child's life. They assure that CASA advocates are working in an appropriate and informed manner with the children they represent, as well as the people in that child's life and with the agencies that make up the child welfare system.

Case Supervisors train new CASA advocates (30 hours) and coordinate monthly continuing education classes.

Case Supervisor #1 Expense Explanation: The total salary of \$37,128 places this position in the mid-range of like positions in the nonprofit community within the Sacramento region (Fair Pay for Northern California Nonprofits Survey, 2022). This is a full-time, non-exempt position and the salary includes, vacation, holidays and sick time. 100% of this salary is included in this subaward. The \$4,084 in payroll taxes and \$6,564 for benefits included here are estimates based on a percentage of salary and includes employer health insurance contribution. An anticipated cost of living increase is included. A total of \$47,776 is included in this contract.

Case Supervisor #2 Expense Explanation: The total salary of \$31,824 places this position in the mid-range of like positions in the nonprofit community within the Sacramento region (Fair Pay for Northern California Nonprofits Survey, 2022). This is a full-time, non-exempt position and the salary includes vacation, holidays and sick time. 75% of this salary is included in this subaward, with the remainder



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coming from other sources. The \$3,500 for payroll taxes and \$4,500 for benefits is an estimate based on a percentage of salary and includes employer health insurance contributions. An anticipated cost of living increase is included. A total of \$39,824 is included in this contract.

Senior Program Manager Role: The Senior Program Manager reports to the Program Director. The Senior Program Manager, under limited supervision, oversees a subset program and manages professional staff within that program. The Senior Program Manager is expected to role model the mission and values of Child Advocates of El Dorado County, exhibit superior problem solving skills and use significant independent judgment in the interpretation and application of rules, procedures, and policies. The Senior Program Manager is responsible for planning, budgeting, overseeing and documenting accordingly. This position includes case management duties, which may include: direct responsibility for the case management of approximately 20-30 CASA advocates at any given point-in-time; manage recruiting, screening, and training new advocates; serve as CASA liaison and representative with external agencies responsible for the care, custody and protection of children; agencies include Human Services, Child Protective Services and juvenile justice and court systems; assist in the resolution of complex case issues.

Qualifications for this position include a high school diploma with an Associate or Bachelor's degree in counseling, education, or sociology preferred; volunteer management for more than 5 years; expert in child protection and custody laws; expert of sociological concepts of human relations; experience in the



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development and facilitation of training materials; experience in planning and budgeting for program needs; expertise in childhood advocacy program.

Senior Program Manager Expense Explanation: The salary of \$56,852 per year places this position 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 full-time, non-exempt position and the salary includes vacation, holidays and sick time. The \$1,442 for payroll taxes and \$1,176 for benefits included are an estimate based on a percentage of salary and includes employer health insurance contribution. This is a full-time position, and 25% of the salary is included here, for a total of \$15,731.

Fiscal Manager role: The contract reporting, financial tracking, and invoicing activities required by the contract are performed by the Fiscal Manager, and are included here.

Fiscal Manager Expense Explanation: The Fiscal Manager salary of \$66,186 places this position 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 full-time, exempt position and the salary includes vacation, holidays and sick time. These are estimated based on a percentage of salary and includes employer health insurance contributions. Payroll taxes are included. This is a full-time position, and 50% of the total salary and \$3,654 in benefits and payroll taxes are included here for work required by the contract, for a total of \$36,874.



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Cell Phone Expense Explanation: The cost of cell phones that are used specifically by program staff for communication between themselves and volunteers, social workers, attorneys, foster families and others is included. These fees are included at \$25 per month for 6 program staff members for 12 months, for a total of \$1,800.

Data Tracking and Reporting/Case Management Software: The contractor uses Optima Case Management software that is specifically designed for CASA programs to track client children and volunteers and maintain the data needed for the reports required by this contract. This is included at \$200 per month for 12 months, for a total of \$2,400.

Print Advertisements: Marketing this program through social media and print media advertising and participation in community events are necessary to continually attract new volunteer candidates. Print advertising at \$1,200 per month for 12 months, for a total of \$14,400 is budgeted for this program, with 90% included in this subaward for a total of \$12,942.

Direct Service Office Space Expense Explanation: Direct Service office space utilized by program staff for contract work is allowed at \$0.98 per square foot X 125 square feet X 2.5 FTE X 12 months for a total of \$3,675.

Volunteer Hours: The volunteer hourly rate of \$25.43 is the average of the Program Staff hourly rate plus estimated fringe benefits: $\$23.59 + \$1.84 = \$25.43$. 1,583 volunteer hours are included at this rate for a total of \$40,256.



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Grant Subaward #: XC23 06 0090 _____

Subrecipient: County of El Dorado _____

A. Problem Statement

El Dorado County (EDC), through the Health and Human Services Agency (HHSA), has applied to and been awarded funding by the California Governor's Office of Emergency Services (Cal OES) for the Victim Services (XC) Program non-competitive grant since 2016. As part of the initial grant submission, EDC HHSA established a Victim Services Steering Committee (VSSC) to determine the highest need for addressing victim services in the community and to develop a Victim Services Plan for the XC Program implementation. The EDC HHSA established VSSC includes representation from the following agencies:

- EDC HHSA Child Protective Services
- EDC HHSA Adult Protective Services
- EDC HHSA Behavioral Health
- EDC Superior Court
- EDC District Attorney
- EDC Probation Department
- City of Placerville Police Department
- El Dorado Sheriff's Office
- EDC Victim Witness Program, (division within the County District Attorney's Office)



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- Live Violence Free (non-profit agency in the County that represent the Domestic Violence and Rape Crisis Program category in the County)

Throughout the initial meetings in 2016, the EDC HHSA Child Protective Services (CPS) program, as the lead agency on the EDC VSSC, presented to the committee that children and youth involved in child welfare services who are victims of abuse and neglect were under-represented in El Dorado County and highlighted that these vulnerable individuals have particularly poor outcomes over the long-term, especially when they do not receive individualized services. Consequently, youth victims of abuse tend to have higher rates of drug and alcohol abuse, incarceration as youth and adults, and face higher rates of teenage pregnancy, relative to their peers. After much discussion and deliberation, the EDC VSSC determined that addressing the needs of youth, ages 0 to 21, who have been removed from their homes by Child Protective Services due to criminal acts of abuse, neglect or abandonment, as determined by the juvenile court judge, was a priority in the county and agreed that this targeted population was the best choice for servitude under the XC Program.

As the outcome of the VSSC meetings held in 2016, the committee determined that the victim services gap in El Dorado County was the estimated 50 youth in the community who (on an annual basis) become victims of child abuse and neglect



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and are appointed a Court Appointed Special Advocate (CASA) by a superior court judge, placed into foster care locally, and are under-served due to a lack of available resources. Consistent with the requirements outlined in the California Welfare and Institutions Code Sections 100-110, 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 individuals involved in juvenile and criminal proceedings. The EDC VSSC, through their assessment of implementing the XC Program, determined that victimized youth who have CASAs working on their behalf spend less time in foster care, do better in school, have more stability in their placements and are half as likely to reenter the Child Welfare System (as evidenced by research published by the National CASA/GAL Association for Children www.casaforchildren.org). The EDC VSSC ultimately decided that awarded XC Victims Services Program funding will be dedicated to serving youth crime victims exclusively and is not used to represent minors that are declared wards of the court because of delinquency, arrest, or a sustained petition by the District Attorney's Office. Demographically, these victims are youth (aged 15 and under) and transition age youth (aged 16-21 years old), hereinafter categorized as



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"youth", who have been determined to be dependents of the Court under California Welfare and Institutions Codes Section 300. This target population was identified as the unmet victims in EDC to be served under the XC Program. The EDC VSSC also determined that this population would best be served through a collaborative effort spearheaded by CASA El Dorado, a community based non-profit organization that provides legally mandated services to youth victims of crime and is equipped to provide specially trained Court Appointed Special Advocates to youth clients. CASA El Dorado has served victims of child abuse and neglect in this exact manner in El Dorado County for over 30 years.

B. Plan

Accordingly, following the initial County Victim Services (XC) Program grant EDC received by Cal OES in 2016 (which was a three-year award), EDC HHSA entered into an Agreement for Services ("contract") with CASA El Dorado and sub-awarded 100% of the XC funding award to CASA El Dorado to provide the advocacy services to youth victims served under Child Welfare Services (CWS) throughout the County of El Dorado. With this subaward, CASA El Dorado helps fund Court Appointed Special Advocates (CASA), who are specially trained and supervised community volunteers appointed by a juvenile court judge, to serve youth clients in the foster care system. A youth client is appointed a CASA when



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allegations of abuse and/or neglect arise, which includes but may not be limited to 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. CASAs make a significant difference in the lives of abused and neglected children as they research and monitor cases involving youth in foster care, in addition to providing them with personalized advocacy and mentorship.

Since the initial award in 2016, the EDC VSSC has continued to reconvene to discuss the established Victim Services Plan to reassess current victim needs and service gaps in EDC and ensure regular collaboration and dialog in support of justice for crime victims, and to evaluate if the plan is continuing to best meet the unmet needs of crime victims in the county. Resulting from these meetings, the EDC VSSC has unanimously elected to continue sub-awarding this funding in its entirety to CASA El Dorado and renewed their services contract each year the county was awarded XC funding (2019, 2020, 2021 and 2022), to allow CASA El Dorado to continue to provide advocates to the identified victim population. **Without CASA El Dorado's youth advocacy service provision, the waiting list for a youth to receive a CASA would result in approximately 90 youth each year going without this necessary advocacy support.**



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As outlined within the EDC VSSC developed Victim Services Plan, CASA El Dorado, as a subrecipient of EDC awarded Victim Services Program funding, is responsible for achieving the following measurable objectives to address youth victim services needs and close the gap in service provision:

A. Objective #1: Provide Court Appointed Special Advocacy Services to 90 youth per year to provide the following services:

- Provide advocacy and support for victims of child abuse and neglect through their involvement in the criminal justice process;
- Provide educational, social, medical, mental health, and substance abuse supports, either directly or through connecting youth with services available locally;
- Investigate and work to understand the circumstances and needs of each youth;
- Identify resources and services needed for each youth to provide referrals or connections;
- Communicate with 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 youth's wishes/interests, the best interests of the youth's family, the youth's unmet needs, and



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circumstances impacting and/or influencing the life of the youth that may be relevant to the different actors working with the youth throughout the justice system; and

- Monitor court proceedings to ensure court orders are followed and services received by the youth are resulting in beneficial outcomes.

B. Objective #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:

- 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
- 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 social worker, 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.



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C. Objective #3: Engage in regular, on-going meetings with EDC VSSC members to address the unmet needs of crime victims and assure plan goals are achieved.

This objective is met through the following:

- CASA El Dorado will participate in EDC VSSC meetings, which are held approximately six months after the award of funds by Cal OES, to evaluate progress on meeting the objectives identified, consistent with the requirements of the County Victim Services Program;
- EDC VSSC meetings include the opportunity for any EDC VSSC represented organization to present information and materials that may assist CASA El Dorado in serving youth in need of advocacy; and
- EDC VSSC meetings also include a regular report from CASA El Dorado 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.

Outcomes:

As a result of the funding received in 2022, CASA El Dorado dramatically reduced the wait list for minors awaiting Court Appointed Special Advocates from approximately 166 children per year down to an average of 26 per year. Funding provided through this grant allows CASA to serve approximately 106 youth per year,



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who without this funding, would not receive services. Additionally, utilizing this funding, CASA El Dorado provides direct services to affected youth victims involved in foster care system through the provision of a specially trained advocate and supports children throughout the duration of their open case in the child welfare system. With the pass through of EDC awarded XC funding, CASA El Dorado utilizes this funding to pay for the personnel involved in recruiting and training CASA volunteers as well as the operations of the CASA program.

During the most recent XC grant performance period starting January 1, 2023, with efforts made through August 28, 2023, CASA El Dorado has made the following strides towards meeting the objectives stated above as follows:

- Objective 1 progress (CASA provision to youth): CASA El Dorado has provided 75 advocates to support, empower, and provide a voice for 166 youth. As of August 28, 2023, the wait-list for youth awaiting CASAs was approximately 26 which serves as a dramatic reduction of minors awaiting Court Appointed Special Advocates from approximately 120 children three years ago. CASA El Dorado has provided services to these youth to include: creating a one-to-one caring and consistent relationship with the advocate and the youth; understanding the wants and needs of the youth client through regular advocate visits with the youth, their educators, foster placement, parents and



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other support providers (as applicable); advocating for necessary and valuable services for the youth including individualized education plans, safe after-school care, and medical and mental health appointments; completing timely and thorough reports that generally include the Advocate's recommendations, the youth's voice, current placement update, re-unification update, educational concerns, health and mental concerns, recreation and social concerns, and overall behavior; as well as monitoring services and court orders to ensure that all are being met.

- Objective 2 performance (advocate recruitment/training): Utilizing XC funding passed through EDC for 2023, CASA El Dorado has been able to fund a portion of hours of one FTE Program Director, who is responsible for the organization and ongoing recruitment and training of staff. For the period of January 1, 2023, through June 30, 2023, CASA El Dorado provided training and outreach events to reach a total of 69 individuals through a combination of five initial training events, six continuing education events, six educational outreach events, and 21 one-to-one informative events. The six continuing education events included information on: local drug trends, domestic violence resources, LGBTQI training, social-emotional skills, and foster kinship care. Additionally, CASA El Dorado held an annual organization outreach event to raise community awareness of



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the program. On a regular basis, CASA El Dorado holds monthly continuing education trainings, creates bi-weekly advocate recruitment advertisements for social media accounts, and has a monthly e-newsletter for recruitment advertisements. Their Program Director also developed a schedule of speaking engagements where advocate recruitment is the primary goal. CASA El Dorado's most recent outreach includes Placerville Kiwanis, South Lake Tahoe Kiwanis, and Placerville Rotary. These outreach efforts produced an increase in Advocate applications, and in the first quarter of the XC grant period in 2022, CASA El Dorado have received a total of 21 applicants, with nine successfully completing an extensive background check and 30 hours of required training. Furthermore, to enhance CASA training, CASA El Dorado created an online CASA University system, which has now been adopted by nearly all state of CA CASA programs, is nationally recognized, has streamlined CASA El Dorado's advocate training process. In 2022, CASA El Dorado continued their comprehensive trainings which include guest speakers, role playing, break-out groups and one-on-one activities done interactively. Training sessions are currently held monthly.

- Objective 3 performance (Engagement with EDC VSSC): CASA El Dorado's Executive Director, (Amy Pooley) met with the EDC-VSSC during the third quarter



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of 2023 and provided a presentation to the members on how they are meeting the unmet needs of crime victims through the XC Program. EDC is happy to report that CASA El Dorado works closely with the county in the administration of this grant, submits timely reports on volunteer hour matching reports and budget modifications, and provides clear communication on the grant performance to all stakeholders. Collaboration is provided to the committee and EDC HHSA appreciates the work that CASA El Dorado is doing with the grant subaward.

- Meeting the XC Program Match Requirement: As the local administrator of the XC Program grant, EDC HHSA is responsible for ensuring that CASA El Dorado uses Court Appointed Special Advocate volunteers sufficiently to meet the match requirements associated with the federal Victims of Crime Act Funding. CASA El Dorado volunteer advocates are specially trained to work with youth, advocate for their best interests, and to work collaboratively with a multitude of other private and public agencies that touch the child welfare system. In-Kind match reports are required and supplied to EDC HHSA on an on-going basis to ensure that the in-kind match requirements/volunteer hours are achieved by CASA El Dorado. CASA El Dorado, as the sub-recipient of EDC awarded XC funding since 2016 (equating to 84 months of funding), has provided all required matching funds through the in-kind CASA volunteer hours without failure. This



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Grant Subaward Programmatic Narrative

Grant Subaward #: XC23 06 0090 _____

Subrecipient: County of El Dorado _____

model will be continued for the new grant cycle. CASA El Dorado will provide the full required match amount for the 2023 XC Program funding (contingent upon award) of \$40,122 through the provision of volunteer in-kind hours of Court Appointed Special Advocate for victims of child abuse and neglect.

In closing, without the work of CASA El Dorado through the XC Program, many youths in EDC would not have a trained voice to speak for them in court 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. In addition to the services provided by CASA El Dorado relevant to the XC Program, it is the intent of all organizations represented by the EDC VSSC 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 part of a larger system dedicated to ensuring justice within the community.



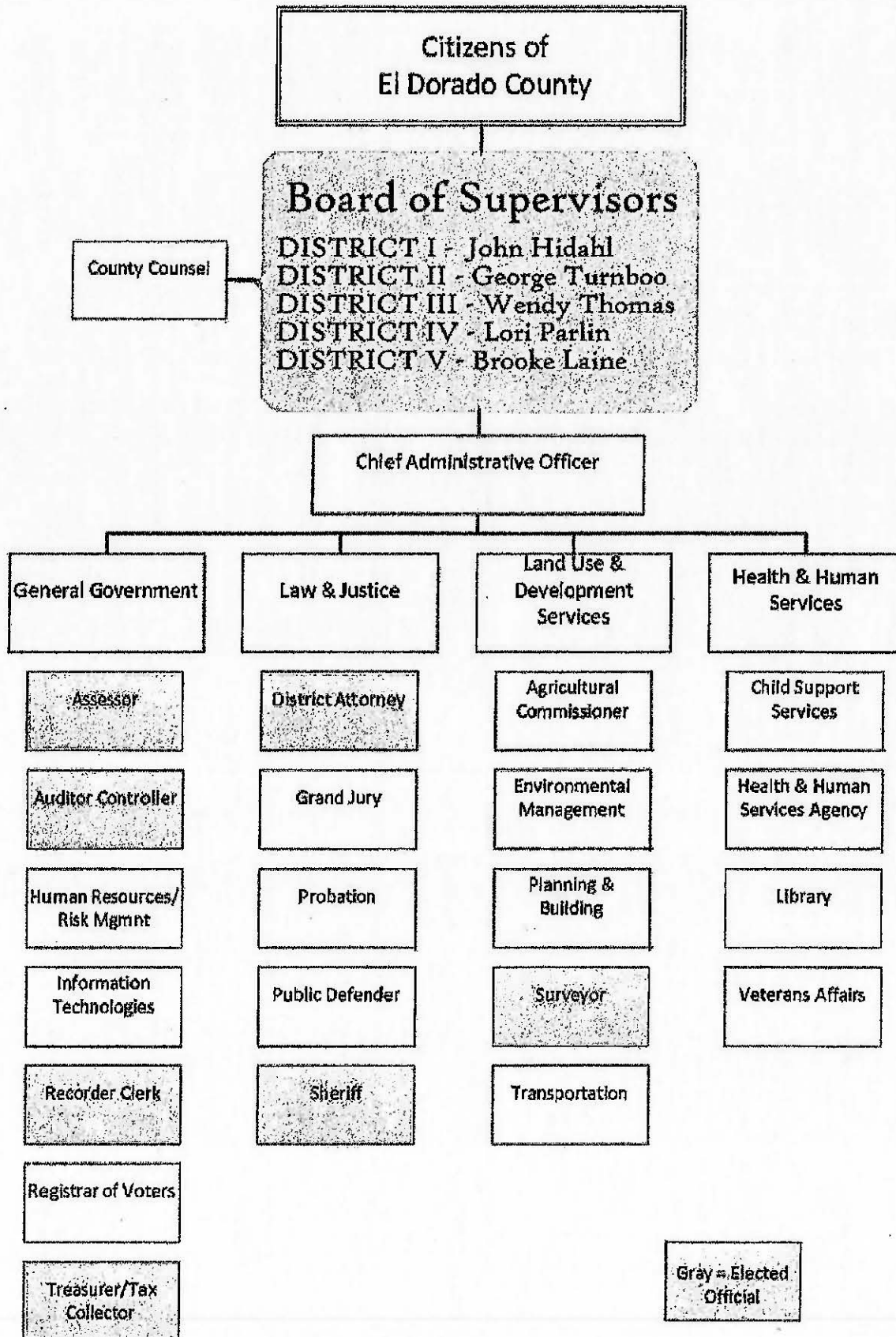
Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Operational Agreement Summary

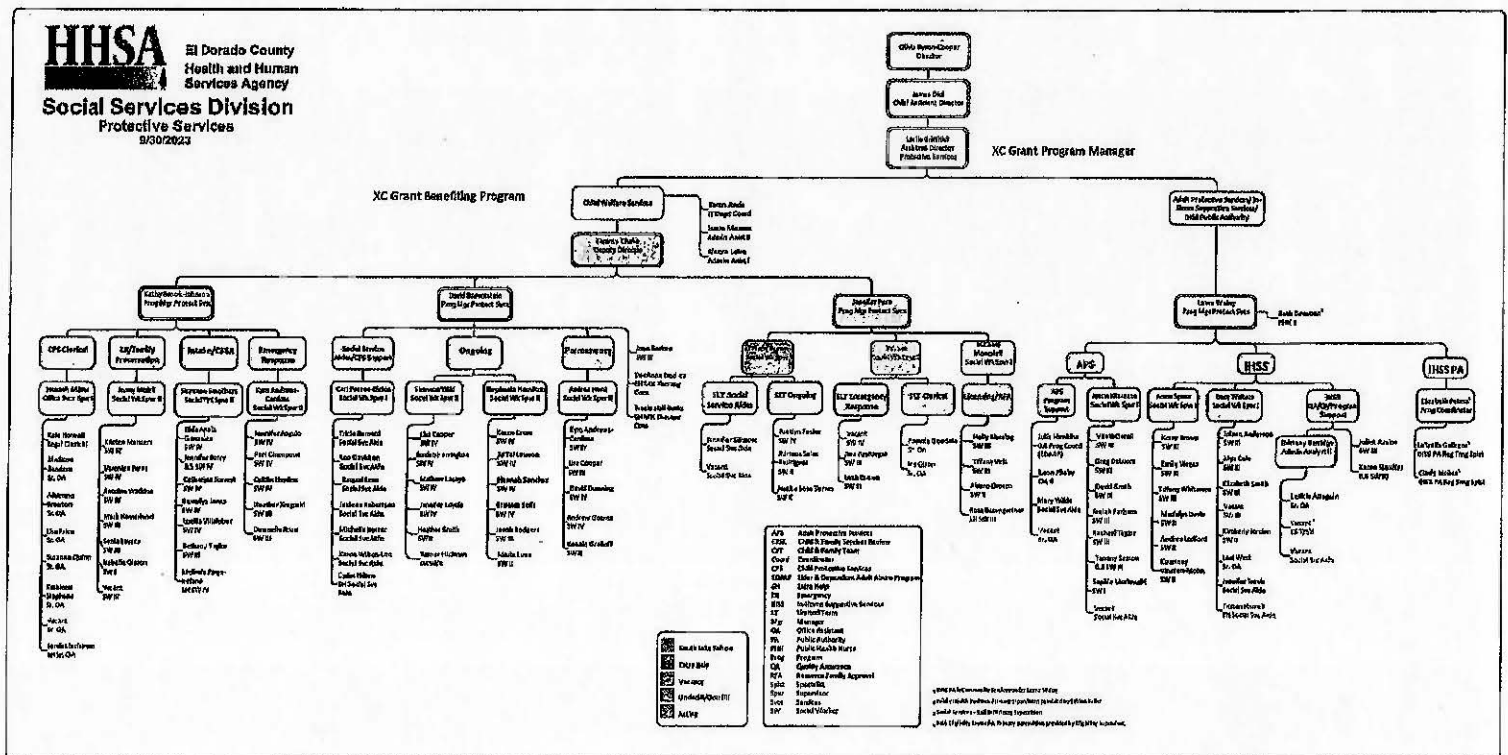
Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

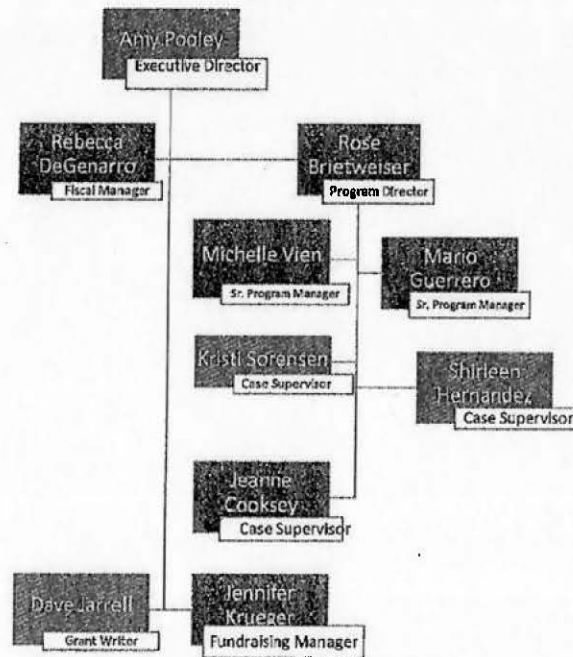
Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. CASA El Dorado		01/01/24 to 12/31/24
2.		to
3.		to
4.		to
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to



Cal OES Grant Application



CASA El Dorado



Organization Chart

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

017-00000 AG

Subrecipient: County of El Dorado		UEI # HNUYLFNMNJR3	FIPS #: 06047
Grant Disaster/Program Title: County Victims Services Program (XC)			
Performance Period: 01/01/24 to 12/31/24		Subaward Amount Requested: \$ 204,270 ^{\$161,022}	
Type of Non-Federal Entity (Check Applicable Box)		☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

TL

Per Title 2 CFR § 200.332, 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 grant
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 35,000,000
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?	No
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?	>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.

Signature: (Authorized Agent) <u>Olivia Byron-Cooper</u>	Date: 10/25/2023
Print Name and Title: Olivia Byron-Cooper, MPH, Director HHSA	Phone Number: 530-621-6270
Cal OES Staff Only: SUBAWARD # XC.23 06 0090	

AG



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: XC23 06 0090

Subrecipient: County of El Dorado

1. County or Counties Served:
El Dorado County

County where principal office is located: El Dorado County

2. U.S. Congressional District(s) Served:
California District 3 and 5

U.S. Congressional District where principal office is located: 5th

3. State Assembly District(s) Served:
California District 5

State Assembly District where principal office is located: 5

4. State Senate District(s) Served:
California District 1 and 4

State Senate District where principal office is located: 4

5. Population of Service Area: 193,221

CASA El Dorado
Exhibit C
“Vendor Assurance of Compliance with
Nondiscrimination in State and Federally Assisted Programs”

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.

01/31/2024

Date

347 Main Street Placerville, CA, 95667

Address of vendor/recipient

Natalie Moore

Natalie Moore (Jan 31, 2024 12:26 PST)

Signature

(08/13/01)

**CASA El Dorado
Exhibit D
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/31/2024

Date

1/31/2024

Type or write name of company

Natalie Moore

Natalie Moore (Jan 31, 2024 12:26 PST)

Signature of authorized individual

CASA El Dorado

Type or write name of authorized individual