



CONTRACT MA-026-21011495

FOR

VICTIM WITNESS ASSISTANCE PROGRAM

BETWEEN

**COUNTY OF ORANGE, OFFICE OF THE DISTRICT
ATTORNEY – PUBLIC ADMINISTRATOR**

AND

WAYMAKERS

**CONTRACT MA-026-21011495
FOR
VICTIM WITNESS ASSISTANCE PROGRAM
BETWEEN COUNTY OF ORANGE,
FOR THE OFFICE OF THE DISTRICT ATTORNEY – PUBLIC ADMINISTRATOR
AND WAYMAKERS**

THIS Contract MA-026-21011495 for Victim Witness Assistance Program, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, through its Office of the District Attorney/Public Administrator, a political subdivision of the State of California, (hereinafter referred to as “County”) and Waymakers, a California nonprofit corporation with a place of business at 1221 E. Dyer Road, Suite 120, Santa Ana, CA 92705 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to individually as (“Party”), or collectively as (“Parties”).

ATTACHMENTS

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing
- Attachment C – Implementation Plan / Project Schedule
- Attachment D – County Provided Resources
- Attachment E – Nondisclosure Agreement
- Attachment F – Certification of Return or Destruction and Non-Data Breach
- Attachment G – Information Confidentiality Acknowledgement Form
- Attachment H – Compliance with County of Orange Policies and Procedures

RECITALS

WHEREAS, County solicited via a Request for Proposal (“RFP”) for the Victim Witness Assistance Program; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Victim Witness Assistance Program to County; and

WHEREAS, Contractor agrees to provide Victim Witness Assistance Program to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in Contractor’s pricing, attached hereto as Attachment B and incorporated herein; and,

WHEREAS, the County of Orange, Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Victim Witness Assistance Program with the Contractor;

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties

specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of

this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause. Cause shall be defined as any material breach of contract, any misrepresentation, or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Nothing in this Contract creates or shall be read to establish a contractual relationship between Contractor and the State of California.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If

Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$300,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Professional Liability and Network Security & Privacy Liability policy(ies) shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

Insurance certificates should be emailed to **DPA** Contact Person and Contact as listed in this Contract. If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange
Office of the District Attorney/Public Administrator
Attn: Purchasing Unit
300 N. Flower Street, 8th Floor
Santa Ana, CA 92703-5001

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor or County may terminate the Contract.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such

changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor shall maintain the confidentiality of all County and County-related records and information pursuant to Attachment E—Nondisclosure Agreement and all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County and State of California in their its governmental capacity capacities and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor shall comply with the

terms of agreements between the State of California and the County, including, but not limited to Agreement Number S24-006 between the California Victim Compensation Board and the County (collectively, "agreements"). Contractor acknowledges that County is relying on Contractor to ensure such compliance with laws and agreements, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight**: Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification**: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification**: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections**: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide

reasonable notice of such an audit or inspection. The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Victim Witness Assistance Program as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.
2. **Term of Contract:** Upon approval by the Board of Supervisors and execution of all necessary signatures, the term of this Contract is July 1, 2021, through June 30, ~~2024~~ 2025. Contract may be renewed for ~~two (2)~~ one (1) additional one (1) year terms contingent on approval by the Board of Supervisors.
3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.

6. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
 7. **Contractor's Project Manager:** Contractor Project Manager, as specified in Article "19" Notices, will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
 8. **County's Project Manager:** The County Project Manager, as specified in Article "19" Notices, will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.
 9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange DPA.
 10. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County DPA by way of the following process:
 - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and

services under this Contract. The County will not provide free parking for any service in the performance of this Contract.

12. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation to the satisfaction of the County. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
14. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
16. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
17. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
18. **No Third-Party Beneficiaries:** This Contract is made by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
19. **Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person

delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: **Waymakers**
Attn: Lita Mercado, Project Manager
 1221 E. Dyer Road
 Suite 120
 Santa Ana, CA 92705
Phone: 949-250-4058, Ext. 326
Email: Lmercado@WaymakersOC.Org

County: **For the CDS, HTAP, & VWA Programs:**
 County of Orange
 Office of the District Attorney/Public Administrator
Attn: Ebrahim Baytieh, Senior Assistant
 300 N Flower St
 Santa Ana, CA 92703-5001
Phone: 714-347-8407
Email: Ebrahim.Baytieh@da.ocgov.com

For the GRIP & WS Programs:
 County of Orange
 Office of the District Attorney/Public Administrator
Attn: Tracy Miller, Senior Assistant
 300 N Flower St.
 Santa Ana, CA 92703-5001
Phone: 714-347-8407
Email: Tracy.Miller@da.ocgov.com

For the UUVA & VCP Programs:
 County of Orange
 Office of the District Attorney/Public Administrator
Attn: Keith Bogardus, Senior Assistant
 300 N Flower St
 Santa Ana, CA 92703-5001
Phone: 714-347-8407
Email: Keith.Bogardus@da.ocgov.com

For the DVA, Restitution & XC Programs:
 County of Orange
 Office of the District Attorney/Public Administrator
Attn: CEO – Kimberly Engelby, Team Lead - Budget
 333 W. Santa Ana Blvd., Third Floor
 Santa Ana, CA 92701
Phone: 714-347-7487
Email: Kimberly.Engelby@ocgov.com

cc: County of Orange
 Office of the District Attorney/Public Administrator
Attn: Purchasing Department
 300 N Flower St
 Santa Ana, CA 92703-5001

Phone: 714-347-8427

Email: Victor.Cumberland@da.ocgov.com

County of Orange

Office of the District Attorney/Public Administrator

Attn: Fiscal Services

300 N Flower St.

Santa Ana, CA 92703-5001

Phone: 714-347-8438

Email: Kenneth.Brockbank@da.ocgov.com

20. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
22. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services.
23. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
24. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
25. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

26. **Signature In Counterparts:** The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.
27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below. If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

WAYMAKERS, a California nonprofit corporation

Print Name	Title
Signature	Date

Print Name	Title
Signature	Date

COUNTY OF ORANGE, A political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

Print Name	Title
Signature	Date

Attachment A

Scope of Work

I. Background

The Orange County Board of Supervisors, in order to ensure the provision of services to victims and witnesses of crime pursuant to California Penal Code Section 13835.2, subdivision (a), will designate the provider of victim/witness services for the County of Orange. The Contract shall cover a three (3) year initial period beginning July 1, 2021, through June 30, 2024, and may be renewed for two (2) additional one (1) year terms, unless terminated earlier.

The contracted agency will administer the provision of the following services: Victim/Witness Services as provided in California Penal Code Section 13835.5; Restitution Services related to misdemeanor cases; Witness Services under the direction of the District Attorney's Office; assistance to domestic violence victims in obtaining protective orders; witness coordination and advocacy during Child Dependency hearings; advocacy for victims of gang violence and Human Trafficking; Gang Reduction Intervention Partnership program case management and event coordination; assistance with processing of claims for the unreimbursed financial losses of victims of crime; and, identification and provision of services to victims of crime in accordance with the Victim Services Steering Committee's objectives.

II. Scope of Work

This project will provide comprehensive services for victims/witnesses of crime. The goals include providing services that will alleviate the trauma and devastating impact of crime on the lives of victims and their family members. Additionally, it is necessary to provide information to victims/witnesses of crime regarding the processes of the criminal justice system in order to encourage cooperation in the investigation and prosecution of the case.

A. Specific Service Criteria

All provision of services will be administered in adherence with the criteria as outlined in this document.

1. Victim/Witness Services

The provision of mandatory and optional services for all victims/ witnesses of crime are outlined in the California Penal Code sections 13835.4 through 13835.5. The Contractor will be required to provide both mandatory and optional services.

a. Mandatory Services as outlined in the Penal Code:

- i. Crisis intervention – providing timely and comprehensive responses to the individual needs of crime victims.
- ii. Emergency assistance – directly or indirectly providing food, housing, clothing and, when necessary, cash.
- iii. Resource and referral assistance – directing victims to agencies within the community, which are appropriate to meet their individual needs.
- iv. Direct counseling – assisting the victim with problems resulting from the crime & providing resources when professional counseling is needed.
- v. Filing of compensation claims – assist victims in filing claims for compensation through the Victim Compensation and Government Claims Board.
- vi. Property return assistance – upon request of the victim, assist in obtaining the return of a victim's property held as evidence by law enforcement agencies.

- vii. Orientation – provide orientation to the criminal justice system.
 - viii. Court accompaniment– provide accompaniment and support the victim in the courtroom.
 - ix. Presentations (criminal justice agencies) – provide presentations to and training of criminal justice system agencies.
 - x. Presentations (public) – provide presentations to public agencies and community groups.
 - xi. Case status – monitor appropriate court cases to keep victims and witnesses apprised of the progress and disposition of their case.
 - xii. Notification – upon request of the victim, provide notification to friends, relatives and employers of the occurrence of the crime.
 - xiii. Employer notification – upon request of the victim or witness, inform the employer that the employee was a victim or witness to a crime.
 - xiv. Restitution assistance – upon request of the victim, assist in the process of obtaining restitution for the victim.
- b. Optional Services – as outlined in the Penal Code.
- i. Employer intervention – assist the victim in resolving employment issues which arise as the result of the crime.
 - ii. Creditor intervention – assist the victim in resolving creditor issues which arise as the result of the crime.
 - iii. Child care – assist the victim with temporary childcare needed to be able to take part in criminal justice proceedings.
 - iv. Witness notification – notify victims/witnesses of cancellations of changes in scheduled court appearances.
 - v. Funeral arrangements – provide assistance to the deceased victim’s family with necessary funeral/burial arrangements.
 - vi. Crime prevention – provide information regarding crime prevention to individuals or community groups.
 - vii. Victim/Witness protections – arrange for law enforcement protection when the safety of a victim or witness is threatened.
 - viii. Temporary restraining orders – provide assistance in obtaining temporary restraining orders for victims.
 - ix. Transportation – arrange for transportation to court for victims required to testify.
 - x. Court waiting area – arrange for the provision of a victim/witness waiting room.
2. Restitution Services
- The Contractor will facilitate the collection and distribution of court-ordered restitution on misdemeanor cases. Policies and procedures shall be established by the Contractor to address the following service requirements:
- a. Identification and location of the crime victim.
 - b. Verification of the crime victim’s financial loss.
 - c. Interaction with the court regarding determination of losses.
 - d. Collection of restitution from convicted offenders.

- e. Collection of administrative fees pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing section 1203.1 of the Penal Code.
- f. Distribution of restitution to victims.
- g. Record keeping and cash management plan.

3. Witness Services

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary felony hearings and felony trials at the request of the Orange County District Attorney's Office. Penal Code section 1328 mandates the attendance of a witness when being subpoenaed. Policies and procedures shall be established by the contracted agency in cooperation with the Orange County District Attorney's office to address the following service requirements:

- a. Placing witnesses "on-call".
- b. Making case status and disposition information available to the witness.
- c. Notification of and/or intervention with witness' employer.
- d. Arranging to transport the witness to court.
- e. "Call-off" of witnesses.

4. Domestic Violence Victim Services

The Contractor shall provide support services to victims of domestic violence who are seeking to obtain temporary restraining orders. In Resolution 90-1187 on September 12, 1990, the Board of Supervisors adopted a \$5.00 increase in Marriage License Fees to cover the costs of temporary restraining orders. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Provision of information regarding qualifications and court procedures for obtaining protective orders.
- b. Updating of forms in accordance with Court procedures.
- c. Documentation of victim's injury.
- d. Direct assistance in preparation of required documents.
- e. Crisis counseling.
- f. Emergency assistance.
- g. Follow-up support.

5. Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Policies and procedures shall be established by the Contractor in cooperation with the Court to address the following service requirements:

- a. Crisis intervention.
- b. Court accompaniment.
- c. Victim of crime compensation claim assistance.
- d. Information and referral counseling.
- e. Follow-up support.
- f. Childcare services.
- g. Placing witnesses "on-call".

- h. Case status and disposition information.
- i. Notification of and/or intervention with witness' employer.
- j. "Call-off" of witnesses.

6. Unserved/Underserved Victim Advocacy and Outreach - Victim Services

Provide a system of 24-hour/7-day-a-week response and support services to victims and family members of gang-related crimes. In accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above) and provide assistance with victim's impact statements. Additionally, at the request of local law enforcement, this program will respond into the field on a 24/7 basis to provide immediate crisis intervention for victims and family members of gang-related crimes.

7. Gang Reduction Intervention Partnership (GRIP) Program Community Event Coordinator and Case Management Services

The contracted agency shall work in conjunction with GRIP personnel to provide case management services and mental health prevention and early intervention services as well as organize community outreach and engagement events to increase awareness for at risk youth and their families on the risk factors that lead to gang activity and juvenile delinquency.

8. Victim Compensation Program Services

The contracted agency shall provide Victim Compensation Program Services such as submission of victims of crime applications and maintaining a revolving fund account to use for qualifying emergency claims to the California Victim Compensation and Government Claims Board.

9. Human Trafficking Victim Advocacy Program Services

The contracted agency shall provide comprehensive services that address the individualized needs of all form to human trafficking victims and, in accordance with Penal Code section 13835.5, provide all mandatory and optional Victim/Witness support services (see #1 above).

10. County Victim Services (XC) Program

The contracted agency shall participate and work with the Victim Services Steering Committee to identify and address gaps in services provided to crime victims in Orange County.

B. Staffing Requirements

The Contractor must provide staff sufficient to meet the minimum service levels set out in the Schedule of Deliverables and Timeline. All staff must have met minimum education and experience requirements for the position, be carefully screened for suitability, and must have successfully passing fingerprint and background checks. Supervision of staff will be the sole responsibility of the contracted agency. The following outlines general training requirements for the positions.

1. Victim Advocates

Staff assigned to provide victim/witness services by the Contractor must complete the Entry Level and Advanced Advocate certification training requirements as established by the California Victim and Witness Coordinating Council, and the California Governor's Office of Emergency Services (CalOES). The Contractor must provide specific training in domestic violence, sexual assault, and gang violence for advocates specializing in those areas of concern. Additionally, each advocate must be given no less than 16 hours of in-service training each year.

2. Other Staff Positions

The Contractor must develop and implement both initial and in-service training programs for all staff working in non-advocate positions.

C. Performance Measures Requirements

As a performance measures indicator, in addition to the monthly program statistics, the Contractor is required to send client surveys and tally and submit the results to Project Manager on a semi-annual basis as follows:

1. Victim Witness Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

2. Restitution Services

Surveys must be sent to victims. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

3. Witness Services

Surveys must be sent to involving parties including but not limited to victims, witnesses, county prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation subject to prior review and approval of the County.

4. Domestic Violence Victim Services

Surveys must be sent to relevant parties including but not limited to victims, family law judges, County prosecutors, District Attorney investigators, police agencies, and domestic violence courts. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

5. Child Dependency Services

Surveys must be sent to relevant parties including but not limited to witnesses, Lamoreaux Justice Center judges, County Counsel, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

6. Underserved Victim Advocacy and Outreach Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

7. Gang Reduction Intervention Partnership Program (GRIP)

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, District Attorney investigators, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

8. Victims Compensation Program Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

9. Human Trafficking Victim Advocacy Program Services

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and police agencies. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

10. County Victim Services (XC) Program

Surveys must be sent to relevant parties including but not limited to victims, County prosecutors, and District Attorney investigators. Survey instrument, schedule, mode of distribution, and process for submission and tabulation shall all be subject to prior review and approval by the County.

D. Application to California Governor's Office of Emergency Services (CalOES)

The funds for the Victim/Witness Assistance Program, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Program are obtained through grants from the California Governor's Office of Emergency Services (CalOES). At County's request, the Contractor shall provide necessary information and/or documentation to the County to assist it with the completion of a Request for Application (RFA) or Request for Proposal (RFP) to the California Governor's Office of Emergency Services (CalOES) to secure the funding for Victim/Witness Assistance, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Programs. The contracted agency is required to provide a cash match or apply for cash match waiver for Victim/Witness Assistance Program, Human Trafficking Advocacy Program, and Unserved/Underserved Victim Advocacy and Outreach Services program as applicable.

E. Establishment of an Advisory Board

The Contractor must work in conjunction with County to develop an advisory board, which has representation from partner agencies and the community. The function of the Board will be to act in an advisory capacity concerning program development, criminal justice system policies and procedures, community and media relations, recognition activities and the management of discretionary funds.

F. Victim Compensation

The Contractor shall be responsible for negotiating a contract with the Victim Compensation and Government Claims Board (VCGCB) to operate a Joint Powers Victim Compensation Program Claims Verification Center with County. The staff of the Verification Center must be certified by the VCGCB to perform any claim verification and must follow all policies and procedures as established by the VCGCB. The Contractor must provide computers and cabling compatible with the data management system currently in place at the VCGCB. Further, the Contractor must establish a Revolving Fund and procedures for expenses under this contract. The Contractor must account for funds in the manner prescribed by current county mandates and practice and maintain the Revolving Fund in accordance with applicable laws and VCGCB policies.

III. Schedule of Deliverables and Timeline

At County's requests, the Contractor shall provide necessary information and/or documentation to the County to assist it with the completion of a Request for Application (RFA).

DELIVERABLES	DELIVERY DATE	PRIMARY RECIPIENT
Applications and Reports		
Request for Application – Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Request for Application – Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Request for Application – Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal	California Office of Emergency Services Agency (Cal OES)

	OES	
Bond Requirements - Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Victim/Witness Assistance Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Bond Requirements - Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Unserved/Underserved Victim Advocacy and Outreach Services	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
Bond Requirements - Fidelity bond equaling 50% of total grant award and deductible equaling 1% of the bond must include Employee Dishonesty and Forgery Coverage. Human Trafficking Victim Advocacy Program	Within 60 days of the signed Grant Award Agreement	California Office of Emergency Services (Cal OES)
3 Month Performance Data OVC Report - Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
DELIVERABLES	DELIVERY DATE	PRIMARY RECIPIENT
Applications and Reports (continued)		
3 Month Performance Data OVC Report - Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
3 Month Performance Data OVC Report - Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report - Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report - Unserved/Underserved Victim Advocacy and Outreach Services	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
6 Month Progress Report - Human Trafficking Victim Advocacy Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)
Final Report - Victim/Witness Assistance Program	TBD Exact date announced by Cal OES	California Office of Emergency Services (Cal OES)

January 1 – December 31	Unserved/Underserved Victim Advocacy and Outreach Services	24/7 crisis intervention and sub- sequent victim services.	300 new victims
July 1 - June 30	Gang Reduction Intervention Partnership (GRIP)	Case management services, prevention, and early intervention services	400 total participants
July 1 – June 30	Victim Compensation Program Services	Provides reimbursement or payment for verified expenses incurred as a direct result of the crime.	2,100 applications processed
January 1 – December 31	County Crime Victims Services	Provides services for identified needs of victims of crime.	As services are needed

IV. **Budget**

The budget for the following services shall be developed annually based upon the available funding in each fiscal year.

- A. Victim/Witness Assistance Services
- B. Restitution Services
- C. Witness Services
- D. Domestic Violence Assistance - Victim Services
- E. Child Dependency Services
- F. Unserved/Underserved Victim Advocacy and Outreach Services - Victim Services
- G. Gang Reduction Intervention Partnership (GRIP) Program Case Management Services
- H. Victims Compensation Program Services
- I. Human Trafficking Victim Advocacy Program Services
- J. County Victim Services (XC) Program

V. **Security Requirements**

This Contract engagement involves the Contractor having direct short term access to County of Orange proprietary information and systems. Outlined below are key deliverables which the County requires be provided by the Contractor for County's approval before access to providing credentialed access to resources or transfer of any information related to this contract. The list is intended to set the framework within which the Contractor and the County shall securely work.

A. List of pre-engagement deliverables:

- (1) Background verification for listed staff with a copy of their policy/procedure.
- (2) Signed agreement by each listed staff member that they have read and will comply with County's required IT User Acceptance Agreement (breach of which shall be grounds for cancellation of proposed/awarded contract).

B. Contractor Obligations:

- (1) All information and system access shall remain the sole property of the County.
- (2) Each Contractor assigned staff member under this Contract, regardless of their location, must: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under

any Laws; and (ii) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.

- (3) Contractor has within the last 12 months certified that, to the best of its knowledge, none of the employees have been convicted of any criminal felony involving fraud, theft, dishonesty or a breach of trust under any Laws.
- (4) In addition to its own efforts, if either Party becomes aware that any such Service Employee has been convicted of a crime involving violence, fraud, theft, dishonesty or suspected breach of trust, is included on any such list, then Contractor shall immediately remove such employee from the engagement, and notify the County so that it may take remediation actions.
- (5) Contractor shall sign a letter of data/information destruction upon the termination of the Contract.

Attachment B

Compensation and Pricing

I. Compensation

This is a cost reimbursement Contract between the County and the Contractor for Victim/Witness Assistance Program services as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs "C" and "P" of the General Terms and Conditions.

Total compensation under this Contract shall not exceed \$6,097,596 per fiscal year and \$18,292,788 for term of July 1, 2021, through June 30, 2024.

The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs "C" Amendments and "P" Changes.

II. Contractor's Expense

The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

Any allowable travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any allowable travel expenses incurred must be billed per Orange County Per Diem Rates and itemized on invoice(s).

III. Payment Terms

Invoices are to be submitted in arrears in accordance with Attachment C Implementation Plan / Project Schedule, thereafter invoices will be submitted monthly in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

IV. Invoice Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address;
2. Contractor's remittance address (if different from above);

3. ~~Name of County Agency Department;~~
4. ~~Delivery/service address;~~
5. ~~Contract number MA-026-21011495 must be referenced on all invoices;~~
6. ~~Date of invoice;~~
7. ~~Service date(s) Month of Service;~~
8. ~~Service description;~~
9. ~~Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);~~
10. ~~Sales tax, if applicable;~~
11. ~~Freight/delivery charges, if applicable;~~
12. ~~Total.~~

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor Controller for processing of payment.

Invoices shall be forwarded to:

_____ County of Orange
 _____ Office of the District Attorney/Public Administrator
 _____ Attn: Accounts Payable
 _____ P.O. Box 808
 _____ Santa Ana, CA 92702

V. Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.oegov.com.

VI. Program Administration

A. Administration of Victim/Witness Assistance Grant

The County shall pay Contractor during each year for services rendered hereunder with respect to the California Office of Emergency Services (Cal OES) Victim/Witness Assistance Grant a sum not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,067,810 for the term of 10/1/22 – 9/30/23, and \$3,067,810 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,067,810 for the term of 10/1/22 – 9/30/23, and \$3,067,810 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Victim/Witness Assistance Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by Cal OES.

Contractor shall be responsible for the required matching of funds and/or obtaining the appropriate waiver of such from CalOES.

B. Administration of Restitution Services

~~The Contractor shall provide collection of restitution for a victim's financial loss on all court ordered misdemeanor cases from convicted offenders. Pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing Section 1203.1 of the Penal Code, when the court orders the defendant to pay restitution to the victim as a condition of unsupervised release and suspended sentence, the Contractor shall administer collection of an administrative fee for this service pursuant to Section 1203.1 of the Penal Code. Said administrative fees shall be collected by the Court and deposited into the Trial Courts Agency (100-081). Restitution funds received from the Victim Compensation and Government Claims Board Ten Percent (10%) Rebate Program shall also be deposited into the Trial Courts Agency (100-081). Said funds shall be used to offset costs incurred in administering Restitution Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of the collection of restitution a sum not to exceed \$507,549 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor.~~

~~Costs incurred in the administration of Restitution Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the restitution administrative fees and State rebates shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).~~

~~During July of each fiscal year, the County (100-081) shall advance the sum of \$101,510 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for the performance of services for the period of January—June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.~~

C. Administration of Witness Services

~~The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary felony hearings and felony trials at the request of the District Attorney's Office. Services include placing all witnesses "on call", case status and disposition information, employer notification/intervention, arrangement for transportation, and "call off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the coordination of Witness Services a sum not to exceed \$437,769 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the Witness Services shall be expensed solely against the District Attorney (100-026). The Net County Cost of the program shall be expensed solely against the District Attorney (100-026).~~

~~During July of each fiscal year, the County (100-026) shall advance the sum of \$87,554 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January—June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.~~

D. Administration of Domestic Violence Assistance—Victim Services

~~The Contractor shall provide support services to victims of domestic violence, including but not limited to assistance in obtaining temporary restraining orders. Services will include direct assistance, information~~

~~and referral, and volunteer attorney services. Direct assistance will include the provision of information and assistance regarding qualification, preparation, and court procedures for obtaining protective orders. Crisis counseling, emergency assistance, shelter, food and medical aid, and follow up support services shall be available to all victims of domestic violence. By Resolution Number 90-1187 dated November 12, 1990, the Board of Supervisors approved an increase in the marriage license fees and directed the County Clerk/Recorder to deposit the \$5 fee collected directly in the Trial Courts Agency (100-081), to be used to offset costs incurred in administering Domestic Violence Victim Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Domestic Violence Victim Services a sum not to exceed \$388,046 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Domestic Violence Victim Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the marriage license fee deposits shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Fund (100-081).~~

~~During July of each fiscal year, the County (100-081) shall advance the sum of \$77,609 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January—June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.~~

~~E. Administration of Child Dependency Services~~

~~The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Support services will include but not be limited to crisis intervention, court accompaniment, victim of crime compensation claim assistance, information and referral counseling and follow up support. Child care will be provided in the Victim/Witness Assistance Center for all children in dependency cases. Witness coordination for witnesses subpoenaed by County Counsel will include placing all witnesses "on call", case status and disposition information, employer notification/intervention, and "call off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Child Dependency Services a sum not to exceed \$159,136 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Child Dependency Services shall be expensed solely against the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081).~~

~~During July of each fiscal year, the County (100-081) shall advance the sum of \$31,827 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January—June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.~~

~~F. Administration of Unserved/Underserved Victim Advocacy And Outreach Program~~

~~Unserved/Underserved Victim Advocacy and Outreach Program will provide support services to victims of gang violence and their families. Services include crisis intervention; emergency assistance; shelter, food and medical aid and follow up support counseling; court support, and community outreach.~~

~~The County shall pay Contractor during each year for services rendered with respect to the California Office of Emergency Services (Cal OES) Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$342,078 for the period of July 1, 2021, through December 31, 2022, \$228,052 for the term of 1/1/2023 — 12/31/23, and \$228,052 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$342,078 for the period of July 1, 2021, through December 31, 2022, \$228,052 for the term of 1/1/2023 — 12/31/23, and \$228,052 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Unserved/Underserved Victim Advocacy and Outreach Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).~~

~~Contractor shall be responsible for the required 25% matching of funds in the amount of \$85,520 for the period of July 1, 2021 through December 31, 2022, \$57,014 for the term of January 1, 2023 through December 31, 2023 and \$57,014 for each year thereafter. Contract will be amended for an increase in the grant amount approved by Cal OES.~~

G. Administration of Gang Reduction Intervention Partnership (GRIP) Program Case Management Services

~~The County shall pay Contractor during each fiscal year for services rendered with respect to Gang Reduction Intervention Partnership (GRIP) Program Case Management Services a sum not to exceed \$469,551 for the period up to June 30, 2022, \$469,551 for the period of July 1, 2022, through June 30, 2023, and thereafter \$469,551 annually payable on a cost reimbursement basis upon submission of monthly invoices. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Costs incurred in the administration of the GRIP Program Case Management Services shall be expensed solely against the District Attorney (100-026).~~

~~During July of each fiscal year, the County (100-026) shall advance the sum of \$78,199 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January — June of that fiscal year under this Contract. Any remaining balance of the County’s advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.~~

H. Administration of Victim Compensation Program

~~The County shall pay Contractor during each fiscal year for services rendered for Victim Compensation Program a sum not to exceed \$535,183 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$535,183 to the County from CalVCB. The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by CalVCB.~~

I. Administration of Human Trafficking Victim Advocacy Program

The County shall pay Contractor during each fiscal year for services rendered with respect to Human Trafficking Victim Advocacy Program a sum not to exceed \$231,750 for the period of July 1, 2021 through December 31, 2022; \$154,500 for the term of January 1, 2023, through December 31, 2023, and \$154,500 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$231,750 for the period of July 1, 2021, through December 31, 2022, \$154,500 for the term of 1/1/2023—12/31/23, and \$154,500 for each year thereafter to the County from Cal OES. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the program shall be expensed solely against the District Attorney (100-026).

Contractor shall be responsible for the required 13% matching funds in the amount of \$28,971 for the period of July 1, 2021, through December 31, 2022; \$19,314 for the term of January 1, 2023 through December 31, 2023; and \$19,314 for each year thereafter. Contract will be amended for an increase in the grant amount approved by Cal OES.

J. Administration of County Victim Services (XC) Program

The County shall pay Contractor during each fiscal year for services rendered with respect to County Victim Services Program a sum not to exceed \$225,000 for the period of July 1, 2021, through December 31, 2022; \$150,000 for the term of January 1, 2023, through December 31, 2023; and \$150,000 each year thereafter, as approved by the Victim Services Steering Committee and awarded by Cal OES. The services are payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

K. Program Administration – Additional Requirements1. Victim of Crime Claim Verification

Pursuant to Penal Code Section 13835 the Victim/Witness Assistance Program is authorized and mandated to submit completed victims of crime applications to the California Victim Compensation Board (CalVCB). Under Government Code Section 13962 (e) designated Victim/Witness Assistance Programs shall be authorized by the Board of Supervisors to verify claims processed. The Joint Powers Agreement provides for the direct contract for services between Contractor and the CalVCB and incorporated by resolution of the County of Orange. In addition, the CalVCB advanced separate funds in fiscal year 2020-2021, which continue to be maintained in a separate revolving fund account. These funds are used to pay authorized and verified qualifying emergency claims for funeral/burial expenses, domestic violence or sexual assault relocation assistance and crime scene clean-up expenses.

Contractor shall expend revolving funds only when it has been verified that an applicant is eligible for an emergency award for funeral/burial expenses or domestic violence or sexual assault relocation assistance or for crime scene clean-up expenses. The Contractor shall maintain verification documentation in the claim file and it shall be available for review, by the CalVCB, upon request.

2. Financial Accountability and Reporting Requirements

For State and Federal grant programs, the Contractor agrees to provide fiscal procedures adequate to assure disbursement of the fiscal obligation under the corresponding State and Federal regulations. The

~~Contractor agrees to reimburse the County for any expenditure determined to be a violation of the terms and conditions of this Contract.~~

~~a. Allowable Costs~~

- ~~1) All items of cost, actually incurred, shall be allowable for payment to the extent such items are allowable under the corresponding State and Federal regulations. No item shall be allowed as a cost under this section, "Allowable Costs", which is not allowed as a reimbursable cost under applicable regulations governing the same. Only allowable costs shall be paid to the Contractor.~~
- ~~2) The maximum amount allowable for each of the major cost categories (consisting of the totals for Personnel Salaries, Personnel Benefits, and Operating Expenses) may be adjusted within this Contract as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.~~

~~b. Utilization of Funds~~

~~Funds provided under this Contract are to be expended only for the purpose and activities covered by the approved project plan herein. The Contractor shall be reimbursed monthly in arrears for all costs approved by the corresponding State and Federal agencies upon the submission of detailed invoices delivered to the District Attorney. The monthly invoices shall be in such form and detail as required by the corresponding State or Federal regulations.~~

~~e. Accounting~~

~~The criteria for record keeping detailed in the State or Federal regulations must be applied to accounting for contract funds and utilizing contributions.~~

~~d. Reporting Responsibility~~

~~The Contractor must adhere to the following reporting deadlines to ensure timely submission of expenditure, status, and progress reports to Cal OES.~~

~~a. Invoices and Associated Reports~~

~~Reports are due to the District Attorney by the 15th of the month following the end of the period for which the expenses are claimed. Expenditure report for liquidation period is due to the District Attorney no later than 30 calendar days after the end of the grant period.~~

~~b. Status/Progress Reports~~

~~Reports are due to the District Attorney five (5) working days after the end of the period for which the progress of the project is reported.~~

~~<Program Budgets Next Page>~~

Victim/Witness Assistance Program (VWA)

Annual Budget for Term: October 1—September 30

Total Budget NTE: \$3,067,810

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Director of Victim Assistance Programs	0.10	\$45—\$70	11,694	2,751	14,445	\$64—\$89
Program Director	1.60	\$42—\$60	136,403	27,760	164,163	\$56—\$74
Grant Manager	0.10	\$25—\$45	6,426	1,988	8,414	\$41—\$61
Restitution Manager	0.50	\$25—\$45	32,130	7,019	39,149	\$38—\$58
Supervisor	8.45	\$25—\$45	588,780	151,562	740,342	\$40—\$60
Victim Advocate	24.01	\$18—\$40	1,166,435	315,533	1,481,968	\$30—\$52
Mass Victimization	1.00	\$18—\$40	46,629	7,416	54,045	\$28—\$50
Grant & Project Specialist	0.40	\$18—\$30	17,318	4,531	21,849	\$29—\$41
Office Specialist	0.15	\$15—\$27	5,569	2,164	7,733	\$28—\$40
Prevention Coordinator	0.30	\$18—\$30	14,465	4,040	18,505	\$30—\$42
Prevention Education Specialist	0.30	\$18—\$30	14,771	4,080	18,851	\$31—\$43
Volunteer Coordinator	0.20	\$18—\$35	12,276	2,853	15,129	\$31—\$48
Crisis Response Coordinator	1.00	\$18—\$30	33,102	8,096	41,198	\$28—\$40
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses					8,750	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					40,000	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					35,268	
Finance & Compliance Audit					7,854	
Insurance					14,074	
Staff & Volunteer Training & Travel					23,811	
Mileage, Parking & Vehicle Expenses					30,202	
Program Expenses/Supplies					2,250	
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment					4,300	
Subtotal Personnel & Operating Expenses					2,792,300	
Indirect Cost (10% de minimis)					275,510	
Total Grant					3,067,810	

Please note:

- Contractor pays for the following FTEs assigned to this grant through other resources: Victim Advocate—1.5 FTE.
- Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor's invoices based on the program grant total, not on individual budget line item total.
- It is a requirement of CalOES Grants that expenses to cover travel costs for mandatory meetings and trainings be included in the grant. These costs are included in the operating expenses of this budget.
- Contractor has an hourly rate range, not a fixed hourly rate per position. The charge provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

~~Each position's hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.~~

5. ~~The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.~~

Restitution Services

Annual Budget for Term: July 1—June 30

Total Budget NTE: \$507,549

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Restitution Manager	0.15	\$25—\$45	10,300	2,341	12,641	\$37—\$57
Restitution Specialist	4.00	\$18—\$26	169,680	51,682	221,362	\$28—\$36
Restitution Assistant	4.00	\$16—\$23	147,480	51,641	199,121	\$26—\$33
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses					10,044	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					1,829	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					5,204	
Finance & Compliance Audit					1,340	
Insurance					3,771	
Staff & Volunteer Training & Travel					2,500	
Mileage, Parking & Vehicle Expenses					2,960	
Program Expenses/Supplies					643	
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment					100	
Subtotal—Personnel & Operating Expenses					461,515	
Indirect Cost (10% de minimis)					46,034	
Total Grant					507,549	

Please note:

- Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor's invoices based on the program grant total, not on individual budget line item amount.
- Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each position's hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

Witness Services

Annual Budget for Term: July 1—June 30

Total Budget NTE: \$437,769

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Witness Services	7.00	\$17—\$27	286,878	90,527	377,405	\$27—\$37
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses					2,888	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					575	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					4,059	
Finance & Compliance Audit					1,156	
Insurance					3,239	
Staff & Volunteer Training & Travel					3,300	
Mileage, Parking & Vehicle Expenses					800	
Program Expenses/Supplies					250	
Victim/Witness Assistance						
Travel for Victim/Witness					4,200	
Recruitment					100	
Subtotal—Personnel & Operating Expenses					397,972	
Indirect Cost (10% de minimis)					39,797	
Total Grant					437,769	

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor's invoices based on the program grant total, not on individual budget line item amount.
2. Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

Domestic Violence Assistance—Victim Services

Annual Budget for Term: July 1—June 30

Total Budget NTE: \$388,046

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25—\$45	59,125	14,443	73,568	\$65—\$85
Victim Advocate	5.00	\$18—\$40	203,103	56,521	259,624	\$56—\$64
Operating Expenses						
						Total Operating Budget
Office Supplies/Expenses					1,200	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					2,275	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					3,098	
Finance & Compliance Audit					1,024	
Insurance					2,777	
Staff & Volunteer Training & Travel					898	
Mileage, Parking & Vehicle Expenses					487	
Program Expenses/Supplies					7,768	
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment					50	
Subtotal—Personnel & Operating Expenses					352,769	
Indirect Cost (10% de minimis)					35,277	
Total Grant					388,046	

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor's invoices based on the program grant total, not on individual budget line item amount.
2. Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

Child Dependency Services

Annual Budget for Term: July 1—June 30

Total Budget NTE: \$159,136

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Director of Victim Assistance Programs	0.05	\$45—\$70	6,007	1,467	7,474	\$64—\$89
Program Director	0.10	\$42—\$60	7,060	1,077	8,137	\$52—\$70
Supervisor	0.20	\$25—\$45	11,474	2,840	14,314	\$37—\$57
Victim Advocate	1.00	\$18—\$40	44,760	7,172	51,932	\$26—\$48
Dependency Witness Specialist	1.00	\$17—\$27	45,720	7,632	53,352	\$28—\$36
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses						3,224
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						1,534
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						1,623
Finance & Compliance Audit						420
Insurance						1,087
Staff & Volunteer Training & Travel						1,000
Mileage, Parking & Vehicle Expenses						360
Program Expenses/Supplies						250
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						75
Subtotal—Personnel & Operating Expenses						144,782
Indirect Cost (10% de minimis)						14,354
Total Grant						159,136

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor's invoices based on the program grant total, not on individual line item amount.
2. Contractor has an hourly rate range, not a fixed hourly rate per position. The charge provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

Unserved/Underserved Victim Advocacy & Outreach Services

Annual Budget for Term: January 1—December 31

Total Budget NTE: \$228,052

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Director of Victim Assistance Programs	0.05	\$45—\$70	2,430	579	3,009	\$82—\$107
Program Director	0.10	\$42—\$60	9,398	2,610	12,008	\$108—\$126
Victim Advocate	2.01	\$18—\$40	136,842	35,215	172,057	\$67—\$89
Office Specialist	0.10	\$15—\$27	3,760	1,454	5,214	\$48—\$60
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses						225
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						1,300
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						1,926
Finance & Compliance Audit						584
Insurance						1,325
Staff & Volunteer Training & Travel						1,843
Mileage, Parking & Vehicle Expenses						1,500
Program Expenses/Supplies						1,257
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						
Subtotal—Personnel & Operating Expenses						202,248
Indirect Cost (10% de minimis)						25,804
Total Grant						228,052

Please note:

- Contractor pays for the following FTEs assigned to this grant through other resources—Supervisor—0.50 FTE.
- Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractors' invoices based on the program grant total, not on individual budget line item amount.
- It is a requirement of CalOES Grants that expenses to cover travel costs for mandatory meetings and trainings be included in the grant. These costs are included in the operating expenses for this budget.
- Contractor is responsible for up to 20% match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = Contractor Budget + Match).
- Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.
- The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.

GRIP Case Management Services

Annual Budget for Term: July 1— June 30

Total Budget NTE: \$469,551

Amount of Budget set by GRIP Committee

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Program Director	0.85	\$42—\$60	83,660	20,712	104,372	\$62—\$80
Case Manager II	3.00	\$19—\$33	166,692	49,307	215,999	\$34—\$49
Community Event Coordinator	1.00	\$19—\$33	52,452	16,890	69,342	\$35—\$49
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses						800
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						2,328
Finance & Compliance Audit						1,254
Insurance						2,245
Staff & Volunteer Training & Travel						3,000
Mileage, Parking & Vehicle Expenses						7,275
Program Expenses/Supplies						180
Victim/Witness Assistance						
Travel for Victim/Witness						
Client Related Expenses						20,020
Recruitment						50
Subtotal— Personnel & Operating Expenses						426,865
Indirect Cost (10% de minimis)						42,686
Total Grant						469,551

Please note:

- Due to the operational needs, the total budget for each line item may increase or decrease. The Auditor's Office shall pay Contractor invoices based on the program grant total, not on individual line item amount.
- Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each position's hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

Victims Compensation Program

Annual Budget for Term: July 1— June 30

Total Budget NTE: \$535,183

Amount of Budget set by California Victim Compensation Board (CalVCB)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25—\$45	78,624	16,713	95,337	\$41—\$61
Lead Claim Specialist	2.00	\$22—\$35	127,752	34,666	162,418	\$38—\$51
Claim Specialist	1.00	\$19—\$28	47,976	12,778	60,754	\$33—\$42
Office Specialist	2.00	\$15—\$27	84,436	30,713	115,149	\$30—\$42
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses					1,214	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					35,733	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					12,754	
Finance & Compliance Audit					1,440	
Insurance					3,253	
Staff & Volunteer Training & Travel					639	
Mileage, Parking & Vehicle Expenses					797	
Program Expenses/Supplies						
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						
Subtotal— Personnel & Operating Expenses					489,488	
Indirect Cost (10% de minimis)					45,695	
Total Grant					535,183	

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor invoices based on the program grant total, not on individual budget line item amount.
2. Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Human Trafficking Victim Advocacy Program

Annual Budget for Term: January 1—December 31

Total Budget NTE: \$154,500

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Victim Advocate	1.01	\$18—\$40	40,925	12,806	53,731	\$35—\$57
Client Resource & Volunteer Coordinator	0.75	\$18—\$35	43,731	18,337	62,068	\$41—\$58
Operating Expenses						
Total Operating Budget						
Office Supplies/Expenses						180
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						9,220
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						4,800
Finance & Compliance Audit						440
Insurance						987
Staff & Volunteer Training & Travel						708
Mileage, Parking & Vehicle Expenses						656
Program Expenses/Supplies						838
Victim/Witness Assistance						5,900
Travel for Victim/Witness						
Recruitment						
Subtotal—Personnel & Operating Expenses						139,528
Indirect Cost (10% de minimis)						14,972
Total Grant						154,500

Please note:

- Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor invoices based on the program grant total, not on individual budget line item amount.
- Contractor has an hourly rate range, not a fixed hourly rate per position. The charge provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.
- The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.

County Victim Services (XC) Program

Annual Budget for Term: January 1—December 31

Total Budget NTE: \$150,000

Program Budget set by California Office of Emergency Services (CalOES)

Annual Allocation determined by Victim Services Steering Committee (VSSC)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25—\$45	72,644	15,730	88,374	\$38—\$58
Crisis Response Team Coordinator	1.01	\$18—\$30	26,102	6,155	32,257	\$26—\$38
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses					900	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					2,810	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					1,591	
Finance & Compliance Audit					370	
Insurance					741	
Staff & Volunteer Training & Travel					750	
Mileage, Parking & Vehicle Expenses					656	
Program Expenses/Supplies					1,003	
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						
Subtotal—Personnel & Operating Expenses					129,452	
Indirect Cost (10% de minimis)					12,674	
Total Grant					142,126	

Please note:

- Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Contractor invoices based on the program grant total, not on individual budget line-item amount.
- Contractor has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.
Each position's hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.
- The Crisis Response Team Coordinator salary and benefits are adjusted to include the budgeted overtime.

Attachment B4

Compensation and Pricing

I. Compensation

This is a cost reimbursement Contract between the County and the Contractor for Victim/Witness Assistance Program services as provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs “C” and “P” of the General Terms and Conditions.

Total compensation under this Contract shall not exceed \$6,124,953.40 for the term of July 1, 2021, through June 30, 2022, \$6,063,311.85 for the term of July 1, 2022, through June 30, 2023, \$6,302,144.75 for the term of July 1, 2023 through, June 30, 2024, and \$5,987,718 for the term of July 1, 2024 through, June 30, 2025, and \$24,478,128 cumulatively for term of July 1, 2021, through June 30, 2025.

The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs “C” – Amendments and “P” – Changes.

II. Contractor’s Expense

The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

Any allowable travel expenses shall include all expenses incurred such as mileage, parking, lodging, meals, and incidental fees, etc. Any allowable travel expenses incurred must be billed per Orange County Per Diem Rates and itemized on invoice(s).

III. Payment Terms

Invoices are to be submitted in arrears in accordance with Attachment C – Implementation Plan / Project Schedule, thereafter invoices will be submitted monthly in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

IV. Invoice Instructions

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address;
2. Contractor's remittance address (if different from above);
3. Name of County Agency Department;
4. Delivery/service address;
5. Contract number MA-026-21011495 must be referenced on all invoices;
6. Date of invoice;
7. Service date(s) – Month of Service;
8. Service description;
9. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);
10. Sales tax, if applicable;
11. Freight/delivery charges, if applicable;
12. Total.

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices shall be forwarded to:

County of Orange
Office of the District Attorney/Public Administrator
Attn: Accounts Payable
P.O. Box 808
Santa Ana, CA 92702

V. Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.ocgov.com.

VI. Program Administration**A. Administration of Victim/Witness Assistance Grant**

The County shall pay Contractor during each year for services rendered hereunder with respect to the California Office of Emergency Services (Cal OES) Victim/Witness Assistance Grant a sum not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,039,719 for the term of 10/1/22 – 9/30/23, \$2,570,000 for the period of October 1, 2023 through June 30, 2024, and \$3,035,977 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,039,719 for the term of 10/1/22 – 9/30/23, \$2,570,000 for the period of October 1, 2023 through June 30, 2024, and \$3,035,977 for each year

thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Victim/Witness Assistance Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by Cal OES.

Contractor shall be responsible for the required matching of funds and/or obtaining the appropriate waiver of such from CalOES.

B. Administration of Restitution Services

The Contractor shall coordinate with victims to determine any financial loss on misdemeanor cases, and the Contractor shall facilitate the distribution of restitution for a victim's financial loss on all court-ordered misdemeanor cases. Pursuant to Orange County Ordinance 1-2-93, adopted by the Board of Supervisors of Orange County implementing Section 1203.1 of the Penal Code, when the court orders the defendant to pay restitution to the victim as a condition of unsupervised release and suspended sentence, the Contractor shall administer collection of an administrative fee for this service pursuant to Section 1203.1 of the Penal Code. Said administrative fees shall be collected by the Court and deposited into the Trial Courts Agency (100-081). Restitution funds received from the Victim Compensation and Government Claims Board Ten Percent (10%) Rebate Program shall also be deposited into the Trial Courts Agency (100-081). Said funds shall be used to offset costs incurred in administering Restitution Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of the collection of restitution a sum not to exceed \$507,549 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor.

Costs incurred in the administration of Restitution Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the restitution administrative fees and State rebates shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$101,510 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for the performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

C. Administration of Witness Services

The Contractor shall provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary felony hearings and felony trials at the request of the District Attorney's Office. Services include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, arrangement for transportation, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the coordination of Witness Services a sum not to exceed \$437,769 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Costs incurred in the administration of the Witness Services shall be expensed solely against the District Attorney (100-026). The Net County Cost of the program shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$87,554 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

D. Administration of Domestic Violence Assistance – Victim Services

The Contractor shall provide support services to victims of domestic violence, including but not limited to assistance in obtaining temporary restraining orders. Services will include direct assistance, information and referral, and volunteer attorney services. Direct assistance will include the provision of information and assistance regarding qualification, preparation, and court procedures for obtaining protective orders. Crisis counseling, emergency assistance, shelter, food and medical aid, and follow-up support services shall be available to all victims of domestic violence. By Resolution Number 90-1187 dated November 12, 1990, the Board of Supervisors approved an increase in the marriage license fees and directed the County Clerk/Recorder to deposit the \$5 fee collected directly in the Trial Courts Agency (100-081), to be used to offset costs incurred in administering Domestic Violence Victim Services. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Domestic Violence Victim Services a sum not to exceed \$388,046 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Domestic Violence Victim Services shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from the marriage license fee deposits shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Fund (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$77,609 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County's advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

E. Administration of Child Dependency Services

The Contractor shall provide support services for children in dependency actions and coordination of witnesses for dependency cases in the Juvenile Court. Support services will include but not be limited to crisis intervention, court accompaniment, victim of crime compensation claim assistance, information and referral counseling and follow-up support. Child care will be provided in the Victim/Witness Assistance Center for all children in dependency cases. Witness coordination for witnesses subpoenaed by County Counsel will include placing all witnesses "on-call", case status and disposition information, employer notification/intervention, and "call-off" when no longer required as witnesses. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Child Dependency Services a sum not to exceed \$159,136 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice shall be marked "FINAL" by the Contractor. Costs incurred in the administration of Child Dependency Services shall be expensed solely against the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081).

During July of each fiscal year, the County (100-081) shall advance the sum of \$31,827 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services

for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County’s advance to the Contractor shall be repaid to the Trial Courts Agency (100-081) by August 31 of each fiscal year.

F. Administration of Unserved/Underserved Victim Advocacy And Outreach Program

Unserved/Underserved Victim Advocacy and Outreach Program will provide support services to victims of gang violence and their families. Services include crisis intervention; emergency assistance; shelter, food and medical aid and follow-up support counseling; court support, and community outreach.

The County shall pay Contractor during each year for services rendered with respect to the California Office of Emergency Services (Cal OES) Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$342,142 for the period of July 1, 2021, through December 31, 2022, \$196,906 for the term of 1/1/2023 – 12/31/23, and \$196,906 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor.

Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$342,142 for the period of July 1, 2021, through December 31, 2022, \$196,906 for the term of 1/1/2023 – 12/31/23, and \$196,906 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Unserved/Underserved Victim Advocacy and Outreach Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

Contractor shall be responsible for the required 25% matching of funds in the amount of \$85,536 for the period of July 1, 2021 through December 31, 2022.

G. Administration of Gang Reduction Intervention Partnership (Grip) Program Case Management Services

The County shall pay Contractor during each fiscal year for services rendered with respect to Gang Reduction Intervention Partnership (GRIP) Program Case Management Services a sum not to exceed \$479,551 for the period up to June 30, 2022, \$479,551 for the period of July 1, 2022, through June 30, 2023, and thereafter \$462,827 annually payable on a cost reimbursement basis upon submission of monthly invoices. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Costs incurred in the administration of the GRIP Program Case Management Services shall be expensed solely against the District Attorney (100-026).

During July of each fiscal year, the County (100-026) shall advance the sum of \$75,472 to the Contractor. The Contractor shall repay the advance in full by crediting against the invoices for performance of services for the period of January – June of that fiscal year under this Contract. Any remaining balance of the County’s advance to the Contractor shall be repaid to the District Attorney (100-026) by August 31 of each fiscal year.

H. Administration of Victim Compensation Program

The County shall pay Contractor during each fiscal year for services rendered for Victim Compensation Program a sum not to exceed \$552,508 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed

\$552,508 to the County from CalVCB. The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by CalVCB.

I. Administration of Human Trafficking Victim Advocacy Program

The County shall pay Contractor during each fiscal year for services rendered with respect to Human Trafficking Victim Advocacy Program a sum not to exceed \$231,750 for the period of July 1, 2021 through December 31, 2022; \$154,500 for the term of January 1, 2023, through December 31, 2023, \$73,500 for the period of January 1, 2024 through June 30, 2024, and \$147,000 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$231,750 for the period of July 1, 2021, through December 31, 2022, \$154,500 for the term of 1/1/2023 – 12/31/23, \$73,500 for the period of January 1, 2024 through June 30, 2024, and \$147,000 for each year thereafter to the County from Cal OES. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. Costs incurred in the administration of the program shall be expensed solely against the District Attorney (100-026). Contractor shall be responsible for the required 13% matching funds in the amount of \$28,971 for the period of July 1, 2021, through December 31, 2022; \$19,314 for the term of January 1, 2023 through December 31, 2023; \$18,375 for the period of January 1, 2024, through June 30, 2024, and \$36,750 for the period of July 1, 2024, through June 30, 2025. Contract will be amended for an increase in the grant amount approved by Cal OES.

J. Administration of County Victim Services (XC) Program

The County shall pay Contractor during each fiscal year for services rendered with respect to County Victim Services Program a sum not to exceed \$225,000 for the period of July 1, 2021, through December 31, 2022; \$100,000 for the term of January 1, 2023, through December 31, 2023; and \$100,000 each year thereafter, as approved by the Victim Services Steering Committee and awarded by Cal OES. The services are payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked “FINAL” by the Contractor. The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

K. Program-Administration – Additional Requirements

1. Victim of Crime Claim Verification

Pursuant to Penal Code Section 13835 the Victim/Witness Assistance Program is authorized and mandated to submit completed victims of crime applications to the California Victim Compensation Board (CalVCB). Under Government Code Section 13962 (e) designated Victim/Witness Assistance Programs shall be authorized by the Board of Supervisors to verify claims processed. The Joint Powers Agreement provides for the direct contract for services between Contractor and the CalVCB and incorporated by resolution of the County of Orange. In addition, the CalVCB advanced separate funds in fiscal year 2020-2021, which continue to be maintained in a separate revolving fund account. These funds are used to pay authorized and verified qualifying emergency claims for funeral/burial expenses, domestic violence or sexual assault relocation assistance and crime scene clean-up expenses.

Contractor shall expend revolving funds only when it has been verified that an applicant is eligible for an emergency award for funeral/burial expenses or domestic violence or sexual assault relocation

assistance or for crime scene clean-up expenses. The Contractor shall maintain verification documentation in the claim file and it shall be available for review, by the CalVCB, upon request.

2. Financial Accountability and Reporting Requirements

For State and Federal grant programs, the Contractor agrees to provide fiscal procedures adequate to assure disbursement of the fiscal obligation under the corresponding State and Federal regulations. The Contractor agrees to reimburse the County for any expenditure determined to be a violation of the terms and conditions of this Contract.

a. Allowable Costs

- 1) All items of cost, actually incurred, shall be allowable for payment to the extent such items are allowable under the corresponding State and Federal regulations. No item shall be allowed as a cost under this section, "Allowable Costs", which is not allowed as a reimbursable cost under applicable regulations governing the same. Only allowable costs shall be paid to the Contractor.
- 2) The maximum amount allowable for each of the major cost categories (consisting of the totals for Personnel Salaries, Personnel Benefits, and Operating Expenses) may be adjusted within this Contract as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.

b. Utilization of Funds

Funds provided under this Contract are to be expended only for the purpose and activities covered by the approved project plan herein. The Contractor shall be reimbursed monthly in arrears for all costs approved by the corresponding State and Federal agencies upon the submission of detailed invoices delivered to the District Attorney. The monthly invoices shall be in such form and detail as required by the corresponding State or Federal regulations.

c. Accounting

The criteria for record keeping detailed in the State or Federal regulations must be applied to accounting for contract funds and utilizing contributions.

d. Reporting Responsibility

The Contractor must adhere to the following reporting deadlines to ensure timely submission of expenditure, status, and progress reports to Cal OES.

a. Invoices and Associated Reports

Reports are due to the District Attorney by the 15th of the month following the end of the period for which the expenses are claimed. Expenditure report for liquidation period is due to the District Attorney no later than 30 calendar days after the end of the grant period.

b. Status/Progress Reports

Reports are due to the District Attorney five (5) working days after the end of the period for which the progress of the project is reported.

<Program Budgets Next Page>

Waymakers
Victim/Witness Assistance Program (VWA)
Annual Budget for Term: October 1 – September 30
Total Budget NTE: \$3,035,977

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate Range	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Chief Program Officer-Victim Assistance Programs	0.25	\$45-\$75	36,015	8,282	44,297	
Program Director	2.00	\$42-\$60	207,468	35,054	242,522	
Grant Manager	0.40	\$25-\$45	16,750	5,561	22,311	
Restitution Manager	0.48	\$25-\$45	31,569	6,764	38,333	
Supervisor	8.29	\$25-\$45	557,857	154,957	712,814	
Victim Advocate	24.20	\$18-\$42	1,071,433	286,313	1,357,746	
Victim Advocate/Project Manager	1.00	\$25-\$50	7,408	1,567	8,975	
Mass Victimization Advocate	1.00	\$18-\$40	50,964	13,129	64,093	
Grant & Project Specialist/Grant Coordinator	0.75	\$18-\$30	35,550	10,032	45,582	
Office Specialist/Coordinator	0.55	\$15-\$27	25,978	7,291	33,269	
Operating Expenses						
					Total Operating Budget	
Employee Development/Retention: Recruiting						2,500
Employee Development/Retention: Training						14,570
Facilities Maintenance						17,653
Fees and Taxes						75
Furniture and Equipment						2,075
Information Technology						14,400
Insurance						13,917
Office Expenses						43,352
Professional Fees						9,108
Program Expenses - Supplies						16,750

Program - Client Needs: Special Assistance to Victims, Emergency Housing, Vouchers, Client Travel expenses (bus/ cab), etc.	1,500
Rent Expense	33,721
Utilities	3,415
Travel	20,255
Subtotal – Personnel & Operating Expenses	2,763,233
Indirect Cost (10% de Minimis)	272,744
Total Grant	3,035,977

Please note:

1. Waymakers pays for the following FTEs assigned to this grant through other resources: Victim Advocate - 1.5 FTE.
 2. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Way makers invoices based on the program grant total, not on individual budget line item amount.

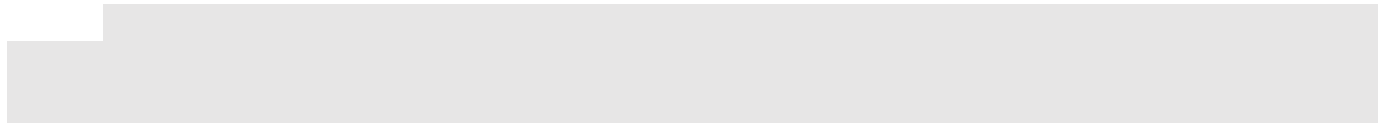
3. It is a requirement of Caloes Grants that expenses to cover travel costs for mandatory meetings and trainings be included in the grant. These costs are included in the operating expenses of this budget.
 4. Way makers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

5. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.

6. Indirect Cost (10% de Minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs).

New Requirement from OMB Uniform Guidance (2 CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC).





Restitution Services

Annual Budget for July 01 - June 30

Total Budget NTE : \$507,549

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Restitution Manager	0.25	\$25-\$45	5,096	1,173	6,269	
Restitution Team Specialist	1.00	\$18-\$25	44,436	15,138	59,574	
Restitution Specialist	6.00	\$16-\$24	253,992	74,874	328,866	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						12,132
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						6,471
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						38,532
Finance & Compliance Audit						1,540
Insurance						4,161
Staff & Volunteer Training & Travel						761
Program Expenses/Supplies						500
Victim/Witness Assistance						
Travel for Victim/Witness						
Travel Expenses: Mileage, Parking and other expenses related to travel						2,600
Recruitment						250
Subtotal – Personnel & Operating Expenses						461,656
Indirect Cost (10% de Minimis)						45,893
Total Grant						507,549

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

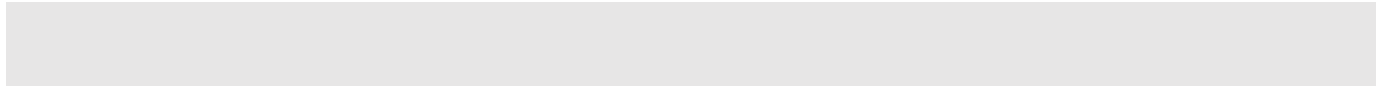
2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the inclusive hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. Indirect Cost (10% de Minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs) .

New Requirement from OMB Uniform Guidance (2 CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC).

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".





Witness Services
Annual Budget for July 01 - June 30
Total Budget NTE :\$437,769

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Program Director	0.10	\$42-\$60	866	127	993	
Witness Team Specialist	1.00	\$18-\$25	49,788	14,607	64,395	
Witness Specialist	5.00	\$16-\$24	223,443	74,165	297,608	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses					4,192	
Rent/Utilities/Maintenance (office, storage, equipment, etc.)					101	
Communication & IT Expenses: Telephone, Internet, Support & Maintenance					5,475	
Finance & Compliance Audit					1,487	
Insurance					3,542	
Staff & Volunteer Training & Travel					535	
Program Expenses/Supplies					500	
Victim/Witness Assistance						
Travel for Victim/Witness					18,395	
Travel Expenses: Mileage, Parking and other expenses related to travel					556	
Recruitment					200	
Subtotal – Personnel & Operating Expenses					397,979	
Indirect Cost (10% de Minimis)					39,790	
Total Grant					437,769	

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Child Dependency Services
Annual Budget for July 01 - June 30
Total Budget NTE : \$159,136

Personnel Expenses						
Position	Full Time Employee	Hourly Range	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Program Director	0.10	\$42-\$60	866	130	996	
Supervisor	0.20	\$25-\$45	5,124	1,224	6,348	
Victim Advocate	1.00	\$18-\$42	51,396	14,785	66,181	
Dependency Witness Specialist	1.00	\$17-\$27	53,484	8,599	62,083	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						2,551
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						1,851
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						1,763
Finance & Compliance Audit						510
Insurance						1,278
Staff & Volunteer Training & Travel						300
Mileage, Parking & Vehicle Expenses						365
Program Expenses/Supplies						425
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						25
Subtotal – Personnel & Operating Expenses						144,676
Indirect Cost (10% de Minimis)						14,460
Total Grant						159,136

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Domestic Violence Assistance -Victim Services

Annual Budget for July 01 - June 30

Total Budget NTE : \$388,046

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25-\$45	83,364	19,528	102,892	
Victim Advocate	4.00	\$18-\$42	176,142	50,189	226,331	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						14,183
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						2,675
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						732
Finance & Compliance Audit						1,300
Insurance						2,778
Staff & Volunteer Training & Travel						561
Mileage, Parking & Vehicle Expenses						467
Program Expenses/Supplies						600
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						250
Subtotal – Personnel & Operating Expenses						352,769
Indirect Cost (10% de Minimis)						35,277
Total Grant						388,046

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



**GRIP Case Management Services
Annual Budget for July 01 - June 30
Total Budget NTE : \$462,827**

Personnel Expenses						
Position	Full Time Employee	Hourly Range	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Range
Case Manager II	4.00	\$20-\$36	243,540	74,501	318,041	
Community Event Coordinator	1.00	\$20-\$36	58,152	14,903	73,055	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						3,790
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						-
Communication & IT Expenses: Telephone, Internet, Support & Maintenance, and Office Equipment						7,400
Finance & Compliance Audit						1,230
Insurance						2,568
Staff & Volunteer Training & Travel						2,000
Mileage Parking and Vehicle Expenses						12,218
Program Expenses/Supplies						200
Victim/Witness Assistance						
Travel for Victim/Witness						
Client Related Expenses						-
Recruitment						250
Subtotal – Personnel & Operating Expenses						420,752
Indirect Cost (10% de Minimis)						42,075
Total Grant						462,827

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



County Victim Services (XC) Program
Annual Budget for Term: January 1 – December 31
Total Budget NTE: \$100,000

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25-\$45	22,893	5,920	28,813	
Crisis Response Team Coordinator	0.70	\$18-\$30	38,036	10,453	48,489	
On Call CRT Victim Advocate	0.07	\$16-\$28	2,576	259	2,835	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						1,364
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						0
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						2,746
Finance & Compliance Audit						367
Insurance						458
Staff & Volunteer Training & Travel						240
Mileage, Parking & Vehicle Expenses						1,680
Program Expenses/Supplies						500
Client Expenses: Special Assistance to Victims						3,392
Travel for Victim/Witness						
Recruitment						25
Subtotal – Personnel & Operating Expenses						90,909
Indirect Cost (10% de minimis)						9,091
Total Grant						100,000

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease.
The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Unservd/Underserved Victim Advocacy & Outreach Services

Annual Budget for Term: January 1 – December 31

Total Budget NTE: \$196,906

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor/Victim Advocate	0.20	\$25-\$45	16,469	4,978	21,447	
Victim Advocate	2.00	\$18-\$42	117,240	30,254	147,494	
Operating Expenses						
					Total Operating Budget	
Employee Development: Training						1,843
Employee Development: Recruitment						15
Facilities Maintenance						50
Furniture and Equipment						35
Information & Technology						1,200
Insurance						1,101
Office Expenses						2,524
Financial Audit						521
Program Expenses - Supplies						1,098
Travel						1,681
Subtotal – Personnel & Operating Expenses						179,009
Indirect Cost (10% de Minimis)						17,897
Total Grant						196,906

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay Waymakers invoices based on the program grant total, not on individual budget line item amount.

2. It is a requirement of CalOES Grants that expenses to cover travel costs for mandatory meetings trainings be included in the grant. These costs are included in the operating expenses of this budget.

3. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition, operating costs on a monthly basis also fluctuate depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

4. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.

5. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

6. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Victims Compensation Program

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$552,508

Amount of Budget set by California Victim Compensation Board (CalVCB)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate Range	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Supervisor	1.00	\$25-\$45	91,320	18,384.00	109,704	
Lead Claim Specialist	2.00	\$22-\$35	146,580	33,725.00	180,305	
Claim Specialist	1.00	\$19-\$28	56,496	14,763.00	71,259	
Office Specialist	2.00	\$15-\$27	99,720	35,512.00	135,232	
Operating Expenses						
					Total Operating Budget	
Office Supplies/Expenses						-
Rent/Utilities/Maintenance (office, storage, equipment, etc.)						1,380
Communication & IT Expenses: Telephone, Internet, Support & Maintenance						4,338
Finance & Compliance Audit						-
Insurance						-
Staff & Volunteer Training & Travel						640
Mileage, Parking & Vehicle Expenses						-
Program Expenses/Supplies						
Victim/Witness Assistance						
Travel for Victim/Witness						
Recruitment						
Subtotal – Personnel & Operating Expenses						502,858
Indirect Cost (10% de Minimis)						49,650



Human Trafficking Victim Advocacy Program

Annual Budget for Term: January 1 – December 31

Total Budget NTE: \$147,000

Amount of Budget set by California Office of Emergency Services (CalOES)

Personnel Expenses						
Position	Full Time Employee	Base Hourly Rate	Total Salaries	Total Benefits	Total Personnel Budget	Max Inclusive Hourly Rate
Victim Advocate	0.51	\$18-\$42	25,625	7,319	32,944	
Client Resource & Volunteer Coordinator	0.90	\$18-\$35	61,517	23,130	84,647	
Operating Expenses						
					Total Operating Budget	
Employee Development: Training						708
Facilities Maintenance						50
Furniture and Equipment						30
Information & Technology						3,360
Insurance						977
Office Expenses						2,520
Financial Audit						473
Program Expenses - Supplies						300
Client Related Expenses: Victim Emergency Assistance						900
Travel						3,389
Subtotal – Personnel & Operating Expenses						130,298
Indirect Cost (10% de Minimis)						16,702
Total Grant						147,000

Please note:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease.
The Auditor's Office shall pay Waymakers invoices based on the program grant total, not on individual budget line item amount.

2. Waymakers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

Each positions' hourly rate varies depending on the incumbent at a given point in time and would fluctuate depending on the change in staff. In addition operating costs on a monthly basis also fluctuates depending on the program and overhead needs. Due to these reasons, the Inclusive Hourly Rates will be adjusted as needed without exceeding the Total Grant Amount.

3. The salary and benefits are adjusted to include the budgeted overtime.

4. Waymakers is responsible for up to 20% match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = Waymakers Budget + Match).

5. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)

6. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".

Attachment C

Implementation Plan/Project Schedule

Time is of the essence in this Contract. Failure of the Contractor to comply with the Implementation Plan/Project Schedule as set forth below may be considered a material breach by the County. Payment shall be made in arrears of each deliverable in accordance with Attachment B, Payment Terms and Payment Invoicing.

Plan to Accomplish the Statement of Work

Contractor shall assist County in fulfilling all application, bond and reporting requirements as outlined in the schedule of Deliverables and Timeline. Contractor shall also assist County in providing high quality grant applications and timely progress reports as required by the California Office of Emergency Services (CalOES) and the County. Contractor's responsibility shall be to assist the County in submitting responses to the Request for Applications/Proposal published by CalOES (as applicable) in order to secure the funding for the Victim Witness Assistance Program, Underserved Victim Advocacy and Outreach Program, and Human Trafficking Victim Advocacy Program.

Contractor shall fulfill all service level deliverables as specified in the Contract. Contractor shall fulfill all goals for minimum services levels or exceed them. Contractor shall provide all of the services to victims and witnesses of crime as detailed in this Contract. Contractor shall use fully trained staff who have an understanding of the needs of victims and witnesses of crime. Contractor shall provide the resources necessary to provide both emergency and long-term assistance. Contractor staff shall understand the needs of our criminal justice system partners and shall have experience in advocating for clients without impeding the flow of the criminal justice system process. Contractor shall provide immediate implementation of the scope of work and give victims and witnesses of crime a continuation of victim witness services in Orange County, California.

Attachment D

County Provided Resources

At the County's discretion, the County may furnish Contractor the following items and resources:

- a. Office Space – Central Justice Center, Harbor Justice Center, Lamoreaux Justice Center, North Justice Center and Tamura Justice Center

Superior Court of California, County of Orange has provided Contractor space at each of the above mentioned Justice Centers. The ability to locate the Victim Witness Centers in the Justice Center has been deemed an essential factor in providing services that are accessible and convenient for victims and collaborative partners in the criminal justice system. Contractor needs the Superior Court of California and the County to continue to provide space in each Justice Center for the Victim Witness Assistance Centers.

- b. Office Space – District Attorney's Office, 300 N. Flower St., Santa Ana and District Attorney's Office South Annex

The County has made space available for the Victim Advocates who work with the Family Violence, Homicide, Sexual Assault, and Statutory Rape Vertical Prosecution Units and for the Witness Specialist that will be assigned to the Gang Target and Vertical Prosecution Units. Co-location of these positions in the County's office has been deemed beneficial to both the Prosecutors working the cases and the victims going through the trial process. Contractor requests that the County continue to provide space for these Contractor employees.

- c. Office Space – Manchester Office Building, 301 The City Drive, Orange

The County has made space available for the Victim Advocates in the Underserved Victim Advocacy and Outreach Services Program (Gang Victim Services). Although much of this program's work is done in the field, it is important for the staff to have office space that is centrally located in Orange County. Contractor requests that this space continue to be provided to the staff of the Underserved Victim Advocacy and Outreach Services Program.

- d. Telephones – Victim Witness Assistance Program

The County has provide telephone hardware and telephone service for the Victim Witness Assistance Program. Funds have been allocated as a part of the Witness Services budget from the County's office to offset a portion of these costs. Contractor requests that the County continue to provide telephone services.

- e. Computers and Network Services – Victim Witness Assistance Centers

Superior Court of California, County of Orange has provided the staff of the Victim Witness Assistance Centers computer access through the Court Computer Network. This has included providing surplus Court computers to Contractor's Victim Witness Assistance Program staff who have outdated computers. Contract requests that the Victim Witness Assistance Center staff continue to be provided computer network services through Superior Court of California, County of Orange and that surplus computer equipment be made available as deemed appropriate by the Court.

- f. Computers and Network Services – District Attorney's Office, 300 N. Flower St., Santa Ana and District Attorney's Office South Annex

The County has provided access to network services, email, and technical support, along with surplus computers when available for the Contractor's staff that are located in the District Attorney's Office building and Annex. These resources have been provided in order to facilitate the work done on behalf of the District Attorney's office by Contractor's Victim Advocates and Witness Specialists. Contractor requests that access to the network, computers, email, and technical support continue to be provide to the Contractor staff located in the District Attorney's Office building and Annex.

The County reserves the right to accept or reject "any" and "all" added requests/ requirements for County Supplied Items and Assistance.

Attachment E

Nondisclosure Agreement

I. Purpose of this Agreement

The County of Orange (“County”) and Waymakers, a California corporation (“Contractor”) agree to ensure the confidentiality, protection and preservation of the County’s information of confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to the Contractor in providing services to the County (the “Purpose”).

In connection with the Purpose, the Parties expect that Contractor will receive certain Confidential Information, as defined below, belonging to the County. The Parties agree by making this Nondisclosure Agreement (“Agreement”), among other things, to limit the manner and extent to which Contractor may use or disclose the County’s Confidential Information.

II. Confidential Information

“Confidential Information” means any non-public information, documents, or material of any kind, obtained from or on behalf of the County through any medium that is:

1. Designated in writing as “confidential,” “restricted,” “proprietary,” or other similar designation at the time of its disclosure; or
2. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, or is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract including, but not limited to, personally identifiable information and confidential medical records; or
3. Any County information security record the disclosure of which would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of the County; or
4. Information obtained by Contractor and relating to the County during the course of Contractor’s performance of services that a reasonable person knows or reasonably should understand to be confidential, and is treated confidential by the disclosing party.

III. Obligations of Confidence

Except as expressly permitted or further restricted by Section IV below, Contractor agrees as recipient of County’s Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Agreement, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

IV. Permitted Use and Disclosure

Contractor may possess, use and disclose County’s Confidential Information only as follows:

A. Possession and Use

Contractor may possess, use and reproduce Confidential Information solely for the Purpose. The Purpose shall not include disclosure except as expressly permitted in Section IV(B) below. Contractor shall not use the Confidential Information for any other purpose.

B. Disclosure

Contractor may, with the express written consent of the County, disclose Confidential Information to its, or its Affiliates’ (defined below), employees, legal and financial advisors, and consultants on a strict “need to know” basis and solely for the Purpose and in the course of providing the services to County, provided that each such entity/person to whom such disclosure is made is notified of the

confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. "Affiliate" means Contractor's parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor. Contractor shall be fully responsible for any breach of the terms set forth in this Agreement by its Affiliates, employees, legal and financial advisors, and consultants.

C. Legally Required Disclosure

Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

D. Return or Secure Destruction of Confidential Information and Disposition of Other Documents, Materials and Information

Upon the earlier of: 30 days after the termination of this Agreement or the request (at any time) of County, Contractor shall, at the County's option and pursuant to the County's written authorization:

1. either: (a) promptly and securely destroy all originals and copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants, if any, or (b) deliver to the County all originals and copies of Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants;
2. confirm the secure destruction of Confidential Information as described in the foregoing Section IV(D)(1)(a) or the return of Confidential Information as described in the foregoing Section IV(D)(1)(b) to the County in writing via (1) delivery by hand or overnight courier, and (2) email at the email address below:

County of Orange Office of the District Attorney-Public Administrator
 Susan Price, Senior Assistant District Attorney, Project Manager
 300 N. Flower Street
 Santa Ana, CA 92703
 Office: (714) 347-8723
 Email: susan.price@ocdapa.org

3. for all other documents, materials, and information provided to Contractor by County or on behalf of County that do not contain Confidential Information (a) execute the Certificate of Return or Non-Destruction and Non-Data Breach (Attachment F to Contract MA-026-21011495) and thoroughly complete Table 3 thereof with information sufficient to allow the County to know the final disposition of all such documents, materials, and information; and (b) upon the County's written request (at any time) promptly and securely destroy or return all originals and copies of such materials in the manner set forth in Section IV(D)(1)(a) and Section IV(D)(1)(b) of this Agreement.

E. Exceptions to Confidentiality

Notwithstanding any other provisions of this Agreement, each Party acknowledges that Confidential Information shall not include any information which:

1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County's Confidential Information.

V. Term: Term of Confidentiality

Notwithstanding the termination of Contract MA-026-21011495, all provisions of this Agreement relating to the rights and obligations concerning Confidential Information disclosed prior to the termination of this Contract MA-026-21011495 shall continue for a period of five (5) years from the date of termination of Contract MA-026-21011495; provided, however, that any Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants shall be treated as Confidential Information indefinitely until it becomes part of the public domain through no act or omission of Contractor, or is returned to the County or destroyed pursuant to Section IV(D) of this Agreement. The five-year time period does not apply if applicable law requires a longer period.

VI. Disclaimers and Retention of Rights

All Confidential Information is provided "AS IS" and without any representation or warranty, express or implied, or otherwise with respect to any Confidential Information or the Confidential Information's accuracy, completeness, or performance. County shall not be responsible for any expenses, losses or actions incurred or undertaken by Contractor as a result of the receipt and use by Contractor of Confidential Information.

Nothing in this Agreement shall operate to create or transfer an ownership or other interest in any Confidential Information, nor require the disclosure by County of any of its Confidential Information, nor restrict, inhibit or encumber County's right or ability to dispose of, use, license, distribute, disclose or disseminate in any way its own Confidential Information. County will retain all right, title, and interest in and to all Confidential Information.

Neither Party shall acquire any patent, copyright, mask work or trademark rights under this Agreement and no license to Contractor under any intellectual property right is granted or implied by the disclosure of Confidential Information to Contractor. Nothing herein shall obligate either Party to (a) enter into any business arrangements or agreements with the other Party, or (b) reimburse the other Party for costs and expenses for any effort expended by such Party. Each Party shall bear its own costs and expenses in connection with this Agreement and the Purpose.

VII. No Relationship Between Parties

There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf.

VIII. Remedies at Law Inadequate

Contractor acknowledges that remedies at law may be inadequate to protect the County against any actual or threatened breach of this Agreement by the Contractor or Contractor's approved Affiliates, employees, legal and financial advisors, and consultants and, without prejudice to any other rights and remedies otherwise available to the County, Contractor agrees to the granting of injunctive or other equitable relief in the County's favor, without proof of actual damages or the requirement of posting a bond or other security.

IX. Remedies Not Exclusive

The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

X. Contractor's Compliance with Laws

Contractor represents, warrants and covenants that it shall not export, directly or indirectly, Confidential Information or any portion thereof in violation of any relevant law or regulation, including without limitation any law or regulation of the United States government or any agency thereof. Contractor represents, warrants and covenants that it will comply with all applicable federal, state, and local laws and regulations related to the content of Confidential Information obtained from the County including, without limitation, laws, regulations, and requirements governing the privacy, security, exportation, and handling of Confidential Information.

XI. Notification of Breach

If Contractor becomes aware that Confidential Information has been obtained by a third party in a manner inconsistent with the provisions of this Agreement, Contractor shall promptly notify County of such breach of confidentiality in writing via (1) delivery by hand or overnight courier, and (2) email at the email address below:

County of Orange Office of the District Attorney-Public Administrator
Susan Price, Senior Assistant District Attorney, Project Manager
300 N. Flower Street
Santa Ana, CA 92703
Office: (714) 347-8723
Email: susan.price@ocdapa.org

XII. Signed Individual Acknowledgements

Each individual who is an employee, legal advisor, financial advisor, consultant, of Contractor or its Affiliates who receives Confidential Information must complete and execute an Information Confidentiality Acknowledgment Form, similar to Attachment G of Contract MA-026-21011495, prior to receipt of Confidential Information that acknowledges the records contained in the non-network shared drive are confidential and that the individuals are subject to criminal and civil action if they violate any confidentiality laws.

ATTACHMENT F
CERTIFICATION OF RETURN OR DESTRUCTION AND NON-DATA BREACH

Upon the earlier of the closing of this project engagement, as a result of completion and/or other means, or the request (at any time) of County, Contractor shall (1) thoroughly complete the tables herein with information sufficient to allow the County to account for its documents, materials, and information and ensure their secure return or destruction; (2) at the County's option and pursuant to the County's written authorization: (a) return all copies of documents, materials, and information obtained from, or on behalf of, the County; and/or (b) securely destroy all documents, materials, and information obtained from, or on behalf of, the County; and (3) sign the certification below.

In the event Contractor returns documents, materials, and information to the County, the Contractor shall thoroughly complete the following table (including additional lines as needed):

Vendor	Project	What was supplied to the Vendor and Date	What was returned to the County and Date

In the event the County authorizes certain documents, materials, and information not to be returned to the County and authorized their destruction, Contractor shall securely destroy the residual data in accordance with secure destruction NIST Special Publication 800-88 Revision 1 (or the most current version) or a documented manner acceptable to the County Chief Security Officer and thoroughly complete the following table (including additional lines as needed):

Vendor	Project	Unique Certificate Number	What was securely destroyed?	When it was securely destroyed?

The undersigned hereby certifies that Contractor has returned or securely destroyed all copies of documents and materials provided to it by, or on behalf of, the County of Orange, as described on the attached Receipt Acknowledgements, other than those documents and materials listed in Attachment A to this certification. The undersigned further certifies that there have been no known or suspected

data breaches pertaining to the documents and materials described on the attached Receipt Acknowledgments while they were in the possession, custody or control of Tavora Business Solutions, Inc. and its approved Affiliates, if any.

WAYMAKERS, a California nonprofit corporation for itself and each of its Affiliates and subsidiaries

Name: _____

Title: _____

Signature _____

:

Date: _____



**OFFICE OF THE DISTRICT ATTORNEY
AND PUBLIC ADMINISTRATOR**

ATTACHMENT G

WAYMAKERS- INFORMATION CONFIDENTIALITY ACKNOWLEDGEMENT FORM

As an employee, contractor, affiliate, or volunteer of **The Office of the District Attorney**, you may have access to confidential criminal records, Department of Motor Vehicle (DMV) records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on **both** the “need to know” and the “right to know” at the same time. “Need to know” means you have a legitimate business purpose for having access to the information. “Right to know” means you have legal authority pursuant to both law and office policy to have access to the information. Misuse of such information may adversely affect an individual’s civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information. California Vehicle code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code Sections 11142 and 13303 state:

“Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.”

In addition, the Privacy Act of 1974 and the Computer Fraud and Abuse Act of 1986 are two federal statutes affording criminal and civil liability for violations of privacy and security provisions.

Any employee, contractor, affiliate, or volunteer who is responsible for confidential information misuse is subject to immediate dismissal from employment or termination of contract. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS AND CRIMINAL JUSTICE ACCESSIBLE INFORMATION.

If you have any questions, please contact Matthew Pettit, Director of Administration at 714-347-8440

ATTACHMENT H COMPLIANCE WITH COUNTY OF ORANGE POLICIES AND PROCEDURES

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to <https://cio.ocgov.com/egovernment-policies>. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

Security Requirements

- Contractor employees must conduct County business strictly from Contractor provided devices.
- County data must not be transmitted to personal devices, personal emails, or personal cloud storage locations of Contractor employees.
- All Contractor employees with access to County network and resources must annually complete the County cybersecurity awareness training (CSAT). It is incumbent upon Contractor to ensure that new employees with access to County network complete CSAT within 30 days of employment and at least annually.

Remote Access

If required and approved by County, Contractor employees will gain remote access to County network. Access will be limited to applications and resources necessary for Contractor to perform duties identified in this agreement.