

CONTRACT MA-026-16011777 FOR VICTIM/WITNESS ASSISTANCE PROGRAM BETWEEN COUNTY OF ORANGE FOR THE OFFICE OF THE DISTRICT ATTORNEY AND COMMUNITY SERVICE PROGRAMS, INC.



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COUNTY OF ORANGE FOR THE OFFICE OF THE DISTRICT ATTORNEY AND

COMMUNITY SERVICE PROGRAMS, INC.

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and Community Service Programs, Inc., 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 individually referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") to provide a Victim/Witness Assistance Program for the County; and

WHEREAS, the Contractor responded and represented that its proposed services will meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract to provide Victim/Witness Assistance Program;

WHEREAS, Amendment Number One was issued to add additional funding and amend Attachment B and replace with Attachment B-1; and

WHEREAS, Amendment Number Two was issued to add the County Victim Services (XC) and Sexual Assault Kits Initiative (SAKI) program, amend as Attachment A and replace with Attachment A-1, and amend as Attachment B-1 and replace with Attachment B-2; and

WHEREAS, County desires to amend Contract MA-026-16011777 and Contractor has agreed to continue providing services set forth in Contract MA-026-16011777.

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 Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.



- B. Entire Contract: This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by Contractor either in writing or or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."
- 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.
- E. **Delivery**: Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all 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 services have actually been received the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the services covered by this Contract are 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 "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and



County INDEMNITIEES 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, but not limited to, attorneys fees, costs and expenses.

- I. Assignment or Subcontracting: 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, delegated, or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign, delegate, or subcontract 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, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation, or any fraud on the part of 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 is 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. Remedies Not Exclusive: The remedies for breach set forth in this Contract 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 Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor**: Contractor is and 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.
- O. **Performance**: Contractor shall perform 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and



workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **Insurance Provisions**: 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) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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:



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 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 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary 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 Network Security and Privacy Liability policy 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.
- 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.

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.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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.

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.

Certificate Holder Information

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

Q. **Bills and Liens**: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH"



- above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this 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 County.
- T. **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 itself of any available remedies.
- U. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all 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.
- V. **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 in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" above, 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.
- W. **Freight (F.O.B. Destination)**: 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.
- X. **Pricing**: Contract bid price shall include full compensation for providing all required services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. INTENTIONALLY LEFT BLANK
- Z. **Terms and Conditions**: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.



- AA. **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.
- BB. **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.
- CC. **Calendar Days**: Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees**: In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. 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 has 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 affect the purpose of the Parties and this Contract.
- FF. **Authority**: Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification: 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. 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.
- HH. **Indemnification Provisions**: 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 INDEMNITEES") 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 INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. 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 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions:

- 1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. **Term of Contract**: This Contract shall commence upon approval by the County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and shall be effective for a five year term.
- 3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.



- 5. **Adjustments Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 6. **Amendments Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be 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:

Terminate the Contract immediately, pursuant to Section K herein;

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;

Discontinue payment to the Contactor 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.

- 8. **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.
- 9. **Conflict of Interest Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent



its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

- 10. **Conflict of Interest County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 11. Consulting Contract Follow-On Work: No person or firm or subsidiary thereof who has been awarded a consulting services contact or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

- 13. **Contractor Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
- 14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
- 15. **Contractor Personnel Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 16. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to 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.



The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the 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) business 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. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractors Project Manager from providing services to the County under this Contract.

- 17. **Contractor's Records:** The Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.
- 18. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

19. 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.



20. **Disputes – Contract:**

- a. 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 Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned 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.
 - ii. 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.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. 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.
- 21. 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 and key personnel attached hereto, 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 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.
- 22. **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.

- 23. **News/Information Release**: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
- 24. Notices: Any and all notices, requests 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.

For Contractor: Community Service Programs, Inc.

Attention: Lita Mercado, Director

Street Address: 1221 E. Dyer Road, Suite 120

City, State, Zip: Santa Ana, CA 92705

For County: County of Orange

Office of the District Attorney

Attention: Purchasing & Contract Services

401 Civic Center Drive West

Santa Ana, CA 92701

- 25. **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.
- 26. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.
- 27. **Project Manager, County:** The County shall appoint a project manager to 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 key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 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 key personnel. Said approval shall not be unreasonably withheld.

Contractor Project Manager: Jim Tanizaki

Senior Assistant District Attorney

Phone: 714-347-8402

Email: Jim.Tanizaki@da.ocgov.com

- 28. **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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 29. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
- 30. **Termination Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.



SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures. If the Contractor is a corporation, signatures as follows: 1) the first corporate officer signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second corporate officer signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Contractor: Community Service Programs, Inc.

Print Name	Title
Signature	Date
Print Name	Title
Signature	Date
County of Orange, a political subdivision of the Sta	ite of California
Department Head Designee County Authorized Sign	nature:
Department Floor Designed County / tuttlett264 Olgi	iatai o.
Print Name	Title
Signature	Date



ATTACHMENT A-2 A-1

SCOPE OF WORK

VICTIM/WITNESS ASSISTANCE PROGRAM

I. INTRODUCTION

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 (a) (2) (3), will designate the provider of victim/witness services for the County of Orange. The agreement Contract shall cover a five year period beginning July 1, 2016 through June 30, 2021, unless terminated earlier for cause or availability of funding. The contracted agency will administer the provision of the services listed under section II Project Scope the following services: Victim/Witness Services as mandated 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, advocacy for felony filed family violence cases, Victim Compensation Program, volunteer coordination and victim advocacy for victims of human trafficking, and Gang Reduction Intervention Partnership program case management and event coordination. The work will be facilitated through agreements with the Superior Court of Orange County, the Orange County District Attorney's Office and various law enforcement agencies, which will be negotiated between the above mentioned entities and the contracted agency prior to July 1, 2016.

II. PROJECT SCOPE

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 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 counseling directing victims to agencies within the community, which are appropriate to meet their individual needs.
 - iv. Follow-up counseling assisting the victim with problems resulting from the crime.



- 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. Schedule changes notify victims/witnesses of cancellations of changes in scheduled court appearances.
 - iv. Funeral arrangements provide assistance to the deceased victim's family with necessary funeral/burial arrangements.
 - v. Crime prevention provide information regarding crime prevention to individuals or community groups.
 - vi. Victim/Witness safety arrange for law enforcement protection when the safety of a victim or witness is threatened.
 - vii. Temporary restraining orders provide assistance in obtaining temporary restraining orders for victims.
 - viii. Transportation arrange for transportation to court for victims required to testify.
 - ix. Waiting area arrange for the provision of a victim/witness waiting room.



- x. Victim Impact Statements provide victims assistance in the preparation of victim impact statements for probation reports, sentencing and parole hearings.
- 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:
 - 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 fee pursuant to Orange County Ordinance Code section 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 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. Mandated by Penal Code 13835, resolution 90-1187 on September 12, 1990, the Board of Supervisors adopted a \$5 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.
 - i. "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 13835.5 provide all mandatory and optional Victim/Witness support services (see #1 above). 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. Violence Against Women Vertical Prosecution Program Victim Services. Provide victim support throughout the court process to facilitate the vertical prosecution of project cases.
- 8. Gang Reduction Intervention Partnership (GRIP) Program Community Event Coordinator and Case Management Services. The Contractor 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.
- 9. **Victim Compensation Program Services.** The Contractor 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 Board.
- 10. **Human Trafficking Victim Advocacy Program Services.** The contracted agency shall provide comprehensive services that address the individualized needs to all forms of human trafficking victims.



- 11. **County Victim Services Program.** The Contractor shall provide Victim Services to help fill victim services gaps and or needs.
 - a. Crisis Response Coordination:
 - Coordinate with identified County agencies to develop a collaborative plan to respond to mass violence or critical incidents impacting the residents of the County of Orange. The plan should include the following elements:
 - Crime scene and/or ride-along response at the request of the law enforcement agency.
 - Individual and group crisis intervention
 - Critical incident stress debriefing for first responders
 - Emergency assistance such as shelter, basic needs, transportation
 - Death notification assistance
 - Site accompaniment
 - Community meetings
 - Referrals to community resources
 - Education and training
 - A minimum of one test of the coordinated response in a planned countywide exercise
 - b. Provide Assistance with Criminal Justice and Other Legal Proceedings Expand access for crime victims with special needs such as elderly, disabled, LGBT, mono-lingual, or for specialized crimes such as identity theft, embezzlement, or fraud by providing:
 - Advocates or case managers who can provide services in non-traditional settings such as homes, worksites, etc.
 - Advocates or case managers trained to work with victims with special needs as identified.
 - c. Enhanced Training Opportunities Coordinate a minimum of one training conference or session to provide skills training to direct services staff. Topics and training should be coordinated with the County and relevant to victim services.
- 12. **Sexual Assault Victim Advocate.** The Contractor shall provide a Sexual Assault Victim Advocate to coordinate victim notification duties and provide resources and support to victims, work with law enforcement, social services, prosecutors, attend and provide input as a member of the SAKI Multi-Disciplinary Community Response Team, and coordinate a 24-hour hot-line.
- **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.
 - 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 Emergency Management Agency (CalEMA).



- 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:
 - 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. **Violence Against Women Vertical Prosecution:** 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. **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.
- 10. 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.
- 11. **County Victim Services:** Surveys must be sent to victims. Survey instrument, schedule, mode of distribution, and process of submission and tabulation shall all be subject to prior review and approval by the County.
- 12. **SAKI Program Sexual Assault Victim Advocate:** Advocate must report provide performance data to the number of victims contacted and their status as a cooperative victim to the SAKI grant site coordinator upon request on a monthly basis.
- D. Application to California Office of Emergency Services (Cal OES). The funds for the Victim/Witness Assistance Program, Unserved/Underserved Victim Advocacy and Outreach Program, Violence Against Women Vertical Prosecution Program, and Human Trafficking Victim Advocacy Program are obtained through grants from the California Office of Emergency Services (Cal OES). The Contractor will be required to work in conjunction with County to complete a Request for Application (RFA) or Request for Proposal (RFP) to the California Office of Emergency Services (Cal OES) to secure the funding for Victim/Witness Assistance, Unserved/Underserved Victim Advocacy and Outreach Programs, and Human Trafficking Victim Advocacy Program. The contracted agency is required to provide a 20% cash match for Unserved/Underserved Victim Advocacy and Outreach Services program, 25% cash match for its portion of the Violence Against Women Vertical Prosecution program, and a 20% cash match for its portion of the Human Trafficking Victim Advocacy Program.
- 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 will be responsible for negotiating a contract with the California Victim Compensation Board (CalVCB) to operate a Joint Powers Victim Compensation Program Claims Verification Center with County. The staff of the Verification Center must be certified by the CalVCB to perform any claim verification and must follow all policies and procedures as established by the CalVCB. The Contractor must provide computers and cabling compatible with the data management system currently in place at the CalVCB. 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 CalVCB policies.



III. SCHEDULE OF DELIVERABLES AND TIMELINE

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



DELIVERABLE	DELIVERY DATE	PRIMARY RECIPIENT	
Applications and Reports (continued)			
3 Month Performance Data OVC Report –	TBD Quarterly	California Office of Emergency Services (Cal OES)	
Unserved/Underserved Victim Advocacy and Outreach Services	Exact date announced by Cal OES		
3 Month Performance Data OVC Report –	TBD Quarterly	California Office of	
Human Trafficking Victim Advocacy Program	Exact date announced by Cal OES	Emergency Services (Cal OES)	
6 Month Progress Report –	TBD Semiannually or as	California Office of	
Victim/Witness Assistance Program	requested	Emergency Services (Cal OES)	
	Exact date announced by Cal OES		
6 Month Progress Report –	TBD Semiannually or as	California Office of	
Unserved/Underserved Victim Advocacy and Outreach Services	requested	Emergency Services (Cal OES)	
	Exact date announced by Cal OES		
6 Month Progress Report –	TBD Semiannually or as	California Office of	
Human Trafficking Victim Advocacy Program	requested	Emergency Services (Cal OES)	
	Exact date announced by Cal OES	,	
Final Report –	TBD	California Office of	
Victim/Witness Assistance Program	Exact date announced by Cal OES	Emergency Services (Cal OES)	
Final Report –	TBD	California Office of	
Unserved/Underserved Victim Advocacy and Outreach Services	30 days after the end of the grant performance period	Emergency Services (Cal OES)	
	Exact date announced by Cal OES		
	TBD	California Office of	
Final Report –	30 days after the end of the grant performance period	Emergency Services (Cal OES)	
Human Trafficking Victim Advocacy Program	Exact date announced by Cal OES		
Report of Expenditures & Request for Funds– Victim/Witness Assistance Program	Quarterly: 30 days after the end of each quarter.	California Office of Emergency Services (Cal OES)	
Training of Australia Program	Liquidation: 60 30 days after the end of the grant each quarter.		



Report of Expenditures & Request for Funds– Unserved/Underserved Victim Advocacy and Outreach Services	Quarterly: 30 days after the end of each quarter. Liquidation: 60 30 days after the end of the grant each quarter.	California Office of Emergency Services (Cal OES)	
Report of Expenditures & Request for Funds– Human Trafficking Victim Advocacy Program	Quarterly: 30 days after the end of each quarter. Liquidation: 60 30 days after the end of the grant each quarter.	California Office of Emergency Services (Cal OES)	
Progress Reports – SAKI Program, Sexual Assault Victim Advocate	Monthly Upon Request Exact date to determined	SAKI Grant Site Coordinator	
Progress Reports and Subgrantee Quarterly Reports – County Victim Services Program			
3 Month Performance Data OVC Report – County Crime Victim Services (XC) Report	10 days following the end of the quarter Report Period	XC Grant Coordinator (CEO Budget Office) Due Date	
Progress Report #1	July 1, 2016 – December 31, 2016	February 28, 2017	
Progress Report #2	January 1, 2017 - June 30, 2017	July 11, 2017	
Progress Report #3	July 1, 2017 – December 31, 2017	January 11, 2018	
Final Progress Report	January 1, 2018 - June 30, 2018	July 11, 2018	
Quarterly Report #1	July 1, 2016 - December 31, 2016	February 28, 2017	
Quarterly Report #2	January 1, 2017 – March 31, 2017	April 11, 2017	
Quarterly Report #3	April 1, 2017 – June 30, 2017	July 11, 2017	
Quarterly Report #4	July 1, 2017 - September 30, 2017	October 11, 2017	
Quarterly Report #5	October 1, 2017 — December 31, 2017	January 11, 2018	
Quarterly Report #6	January 1, 2018 – March 31, 2018	April 11, 2018	
Final Quarterly Report	April 1, 2018 – June 30, 2018	July 11, 2018	



			MINIMUM
TIMELINE	NAME OF SERVICE	SERVICE PROVIDED	SERVICE LEVEL
July 1, 2016 - June 30, 2017	Victim/Witness Assistance Program	Crisis intervention and subsequent mandatory and optional services.	6,000 new victims
July 1, 2017 – September 30, 2017	Victim/Witness Assistance Program	Crisis intervention and subsequent mandatory and optional services.	1,500 new victims
October 1 – September 30	Victim/Witness Assistance Program	Crisis intervention and subsequent mandatory and optional services.	6,000 new victims
July 1 - June 30	Restitution Services	Review of court referred cases	6,500 cases
July 1 - June 30	Witness Services	Coordinate court appearances	16,000 witnesses
July 1 - June 30	Domestic Violence Assistance Program	Restraining order assistance and subsequent victim services	3,000 victims
July 1 - June 30	Child Dependency – Children's Services	Support services for the children	1,000 children
July 1 - June 30	Child Dependency – Witness Services	Coordinate court appearances	1,200 witnesses
October 1 – September 30	Human Trafficking Victim Advocacy Program	24/7 crisis intervention and sub-sequent victim services.	70 new victims



October 1 – September 30	Unserved/Underserved Victim Advocacy and Outreach Services	24/7 crisis intervention and sub-sequent victim services.	300 new victims
October 1 – September 30 July 1 – June 30	Violence Against Women Vertical Prosecution Program	Crisis intervention and subsequent victim services	As referred through OCDA's office
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
July 1 – June 30 20	County Victim Services Program	Crisis response, intervention, and emergency assistance	Develop and test a countywide crisis response plan and increase victims with special needs by 20%

IV. Budget

The budget for the following services will may be developed annually based upon the available funding in each fiscal year or as otherwise indicated in this Contract.

- 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. Violence Against Women Vertical Prosecution Program Victim Services
- H. Gang Reduction Intervention Partnership (GRIP) Program Case Management Services
- I. Victims Compensation Program Services
- J. Human Trafficking Victim Advocacy Program Services
- K. County Victim Services Program
- L. Sexual Assault Kits Initiative (SAKI) Program



ATTACHMENT B-3 B-2

COMPENSATION/PAYMENT

- 1. COMPENSATION: This is a fixed price Contract between the County and the Contractor for a Victim/Witness Assistance Program as services provided in Attachment A-2, 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 R of the General Terms and Conditions.
- 2. <u>CONTRACTOR'S EXPENSE</u>: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract.
- 3. **PAYMENT TERMS:** Invoices are to be submitted in arrears in accordance with Attachment D-1, "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 of Orange 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. For programs fully or partially funded by the State or Federal agencies, the Contractor shall ensure the billing conforms to the corresponding requirements set by the agencies. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided, costs disallowed by the State or Federal agencies, 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.

- 4. <u>INVOICING INSTRUCTIONS</u>: The Contractor will provide an invoice on Contractor's letterhead for services rendered. 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 1 above)
 - 3. Name of County agency department
 - 4. County Contract number MA-026-16011777
 - 5. Service date(s)
 - 6. Service description
 - 7. Contractor's Federal I. D. number



8. 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 and support documentation are to be forwarded to:

Invoices and support documentation are to be forwarded to:

Project Manager: Scott Zidbeck Jim Tanizaki, Senior Assistant District Attorney

Address: Office of the District Attorney

PO Box 808

Santa Ana, CA 92702

5. **PROGRAM ADMINISTRATION**

A. ADMINISTRATION OF VICTM/WITNESS ASSISTANCE GRANT

The County shall pay Contractor during each fiscal 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 \$3,535,191 3,430,544 for the period of July 1, 2016, through September 30, 2017, and \$2,572,908 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 \$3,535,191 3,430,544 for the period of July 1, 2016, through September 30, 2017, and \$2,572,908 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.

The Contractor shall request an advance payment from Cal OES immediately after the Grant Award has been approved and the Grant Award period has begun in accordance with Section 6311 of the Cal OES Recipient Handbook.

B. ADMINSTRATION 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. ADMINSTRATION 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, 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 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 fiscal year for services rendered with California Office respect of Emergency Services Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$175,000 for a period up to March 31, 2017, \$262,500 for the period of April 1, 2017, through September 30, 2018, and \$175,000 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 \$175,000 for a period up to March 31, 2017, \$262,500 for the period of April 1, 2017, through September 30, 2018, and \$175,000 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 20% matching funds in the amount of \$43,750. Contract will be amended for an increase in the grant amount approved by Cal OES.

G. ADMINISTRATION OF VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM – VICTIM SERVICES

The Contractor shall provide a Victim Advocate to facilitate the vertical prosecution of project cases by providing victim support throughout the court process. Under the supervision of the Contractor, a trained, victim advocate meeting the requirements of a domestic violence or sexual assault counselor and have a minimum of two years of experience assisting victims of domestic violence, dating violence, sexual assault, and/or stalking. The County shall pay Contractor during each fiscal year for services rendered with respect to the administration of Violence Against Women Vertical Prosecution Program in a sum not to exceed \$17,793 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. The final invoice is the claim 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 \$17,793 to the County from Cal OES. Costs incurred in the administration of the Violence Against Women Vertical Prosecution Program shall be expensed solely against the District Attorney (100-026) and funded by the Cal EMA Violence Against Women Vertical Prosecution Program (VV) Grant.

Contractor shall be responsible for the required 25% matching funds in the amount of \$5,931. Contract will be amended for an increase in the grant amount approved by Cal OES.

H. 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 \$461,716 for the period up to June 30, 2017, \$466,296 for the period of July 1, 2017, through June 30, 2018, and thereafter \$469,551 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 from Toyota Motor Cases funding source. 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, subject to approval from the Toyota Motor Cases funding trustees. If such approval is not granted, the County shall not make the advance payment. 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.

I. 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 \$535,177 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.

J. 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 \$138,880 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. 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 \$138,880 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 20% matching funds in the amount of \$34,720. Contract will be amended for an increase in the grant amount approved by Cal OES.

K. ADMINISTRATION OF COUNTY VICTIM SERVICES (XC) PROGRAM

The County shall pay Contractor for services rendered in Fiscal Years 2016-2017 and 2017-2018 with respect to County Victim Services Program. The amount paid for these services under the Contract shall not exceed a total of \$571,700 \$527,700; In addition, the County shall pay Contractor for services rendered through December 31, 2019, an amount not to exceed \$380,775. 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).

L. ADMINISTRATION OF SEXUAL ASSAULT VICTIM ADVOCATE

The County shall pay Contractor for services rendered from October 1, 2016 to September 30, 2019 with respect to the Sexual Assault Victim Advocate. The amount paid for these services under the Contract shall not exceed a total of \$200,381 \$203,693 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 \$203,693 to the County from Federal Office of Justice Program (OJP). Costs incurred in the administration of the program shall be expensed solely against the District Attorney (100-026). Contract will be amended for an increase in the grant amount approved by OJP.

6. PROGRAM ADMINISTRATION – ADDITIONAL REQUIREMENTS

A. VICTIM OF CRIM 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 2015-2016, 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.

B. FINANCIAL ACCOUNTABILITY AND REPORTING REQUIREMENTS

For Cal OES State and Federal grant programs, the Contractor agrees to provide fiscal procedures adequate to assure disbursement of the fiscal obligation under the Cal OES Recipient Handbook 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.

1. Allowable Costs

- a. All items of cost, actually incurred, shall be allowable for payment to the extent such items are allowable under Cal OES 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 Cal OES regulations governing the same. Only allowable costs shall be paid to the Contractor.
- b. 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 agreement 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.

2. Utilization of Funds

a. 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 Cal OES 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. Cal OES.

3. Accounting

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

4. 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. Expenditure 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 30~60 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.



Victim/Witness Assistance Program (VAP) Budget for 7/1/16 to 9/30/17 Total Budget NTE: \$3,535,191

Amount of budget set by California Emergency Management Agency (CalOES)

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Director of Victim Assistance Programs	0.55	\$33-\$50	63,228	14,522	9,950		87,700
Program Director	1.33	\$29-\$42	107,550	28,303	24,061		159,914
Supervisor/Victim Adv.	6.80	\$22-\$33	402,232	113,756	123,016		639,004
Victim Advocate	30.30	\$17-\$25	1,245,860	334,434	548,136		2,128,430
Volunteer Coordinator	0.75	\$17-\$25	20,782	5,593	13,568		39,943
Grants and Project Specialist	0.56	\$18-\$25	21,542	6,961	10,131		38,634
Administrative Service Coordinator	0.44	\$18-\$25	22,711	7,223	7,960		37,894
Office/ Project Specialist	0.643	\$13-\$18	25,656	6,881	11,633		44,170
Case Coordinator (Bil)	1.00	\$18-\$25	11,120	2,201	18,091		31,412
Accountant	0.60	\$18-\$25	7,072	1,911	10,855		19,838
Subtotal - Program	42.973	ı	1,927,753	521,785	777,401		3,226,939
Indirect Cost (10% de minimis)						308,252	308,252
Total Grant	42.973		1,927,753	521,785	777,401	308,252	3,535,191

PLEASE NOTE:

- 1. CSP pays for the following FTEs assigned to this grant through other resources Victim Advocate 1.785 FTE.
- 2. 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.
- 3. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 4. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.



5. 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).

"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".

Indirect Cost= 10% of Modified Total Direct Cost (MTDC) =10 % X \$3,082,518=\$308,252. MTDC= Total Program Salaries and Benefits= \$2,449,538+ Program Operating Expenses = \$684,079 less Program Rent (\$51,099)=\$3,082,518

Victim/Witness Assistance Program (VAP) Budget for FY 2016-2017 Total Budget NTE: \$2,572,908

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

		Base	-	-		Indirect Cost	-	Max. Inclusive
Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	(10% de minimis)	Total Budget	Hourly Rate
Director of VAP	0.55	\$33-\$50	50,279	11,626	5,482		67,387	62.17
Program Director	1.25	\$29-\$42	84,147	22,215	12,458		118,820	48.97
Supervisor /Victim								
Adv.	4.00	\$22-\$31	258,273	72,313	39,865	_	370,451	47.79
Victim Advocate	25.26	\$17-\$25	1,062,609	310,196	251,749	_	1,624,55 4	34.19
Volunteer Coordinator	0.25	\$17-\$25	12,471	3,165	2,492	_	18,128	38.13
Grants and Project								
Specialist	0.50	\$18-\$25	21,822	6,923	4,983	_	33,728	35.70
Administrative								
Service Coordinator	0.50	\$18-\$25	20,526	5,612	4,983	_	31,121	33.19
Office/ Project								
Specialist	0.60	\$13-\$18	18,698	6,255	5,980		30,933	28.05
Community Outreach								
Coordinator	1.00	\$18-\$25	28,971	7,981	9,966		46,918	25.83
Subtotal - Program	33.91	-	1,557,796	446 ,286	337,958	-	2,342,040	
Indirect Cost (10%	_	_	_	_				
de minimis)	-	-	1	-	-	230,868	230,868	
Total Grant	33.91		1,557,796	44 6,286	337,958	230,868	2,572,908	

PLEASE NOTE:

CSP pays for the following FTEs assigned to this grant through other resources
 Victim Advocate - 0.70 FTE



- 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.
- Due to the operational needs, the total budget amount for each line item may increase or decrease. Per
 previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant
 total not individual line item amount.
- 4. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 5. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.
- 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 also fluctuate on a monthly basis depending on
 the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if
 needed without exceeding the Total Grant Amount.
- Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Victim/Witness Assistance Program include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$2,308,676 (MTDC) = \$203,868 (MTDC=Total Program Salaries and Benefits \$2,004,082 plus Program Operating Expenses \$337,958 minus Rent (\$33,364).

Victim/Witness Assistance Program (VAP) Annual Budget for 10/1 - 9/30 (starting on 10/1/17) Total Budget NTE: \$2,572,908

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

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Director of VAP	0.55	\$33-\$50	50,279	11,626	5,482		67,387	62.17
Program Director	1.25	\$29-\$42	84,147	22,215	12,458		118,820	48.97
Supervisor /Victim								
Adv.	4.00	\$22-\$31	258,273	72,313	39,865		370,451	47.79
Victim Advocate	25.26	\$17-\$25	1,062,609	310,196	251,749		1,624,554	34.19
Volunteer Coordinator	0.25	\$17-\$25	12,471	3,165	2,492		18,128	38.13
Grants and Project								
Specialist	0.50	\$18-\$25	21,822	6,923	4,983		33,728	35.70
Administrative								
Service Coordinator	0.50	\$18-\$25	20,526	5,612	4,983		31,121	33.19



Office/ Project Specialist	0.60	\$13-\$18	18,698	6,255	5,980		30,933	28.05
Community Outreach Coordinator	1.00	\$18-\$25	28,971	7,981	9,966		46,918	25.83
Subtotal - Program	33.91		1,557,796	446,286	337,958		2,342,040	
Indirect Cost (10% de minimis)						230,868	230,868	
Total Grant	33.91		1,557,796	446,286	337,958	230,868	2,572,908	

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Victim Advocate - 0.70 FTE
- 2. 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.
- Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 4. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 5. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.
- 6. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Victim/Witness Assistance Program include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$2,308,676 (MTDC) = \$230,868 (MTDC=Total Program Salaries and Benefits \$2,004,082 plus Program Operating Expenses \$337,958 minus Rent (\$33,364).



Restitution Services Annual Budget for 7/1 - 6/30 FY 2016-2017 Total Budget NTE: \$507,549

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
D: (()(A)	0.40	\$ 00 \$5 0	0.004	0.070	0.75		44.055	50.00
Director of VAP	0.10	\$33-\$50	8,801	2,079	375		11,255	56.60
Program Director	0.20	\$29-\$42	14,064	4,086	751		18,901	47.91
Supervisor	0.60	\$22-\$31	38,696	11,058	2,253		52,007	45.58
Restitution Specialist	4.00	\$14-\$20	144,660	42,444	15,019		202,123	29.06
Restitution Assistant	4.00	\$13-\$18	123,828	38,520	15,019		177,367	25.10
Subtotal - Program	8.90		330,049	98,187	33,417		461,653	
Indirect Cost (10% de minimis)						45,896	45,896	
Total Grant	8.90		330,049	98,187	33,417	45,896	507,549	

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 3. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 4. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for Restitution Services include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$458,959 (MTDC) = \$45,896 (MTDC=Total Program. Salaries and Benefits \$428,236 plus Program. Operating Expenses \$33,417 minus Program Rent (\$2,694)).



Witness Services Annual Budget for 7/1 - 6/30 FY 2016-2017 Total Budget NTE: \$437,769

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Director of VAP	0.05	\$33-\$50	4,400	1,044	157		5,601	44.55
Program Director	0.15	\$29-\$42	10,548	3,076	466		14,090	37.12
Supervisor	0.50	\$22-\$31	32,367	9,173	1,553		43,093	24.94
Witness Specialist	7.00	\$13-\$18	236,244	77,348	21,747		335,339	27.74
Subtotal - Program	7.70		283,559	90,641	23,923		398,123	
Indirect cost (10% de minimis)						39,646	39,646	
Total Grant	7.70		283,559	90,641	23,923	39,646	437,769	

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 3. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 4. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for Witness Services include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$396,463 (MTDC) = \$39,646 (MTDC=Total Program. Salaries and Benefits \$374,200 plus Program. Operating Expenses \$23,923 minus Program Rent (\$1,660)).



Domestic Violence Assistance – Victim Services Annual Budget for FY 2016-2017 Total Budget NTE: \$388,046

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.10	\$29-\$42	6,984	1,884	587		9,455	48.79
Supervisor	1.00	\$22-\$31	64,644	14,717	5,867		85,228	44.30
Victim Advocate	4.00	\$17-\$25	182,928	51,767	23,470		258,165	37.74
Subtotal - Program Indirect cost (10% de	5.10		254,556	68,368	29,924		352,848	
minimis)						35,198	35,198	
Total Grant	5.10		254,556	68,368	29,924	35,198	388,046	

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Victim Advocate – 1.0 FTE
- 2. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 3. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 4. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 5. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for Domestic Violence Assistance includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$351,981 (MTDC) = \$35,198 (MTDC=Total Program Salaries and Benefits \$322,924 plus Program Operating Expenses \$29,924 minus Program Rent (\$867)).



Child Dependency Annual Budget for 7/1 - 6/30 FY 2016-2017 Total Budget NTE: \$159,136

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program								
Director	0.10	\$29-\$42	7,032	2,041	366		9,439	48.16
0	0.40	#00 #04	0.570	4 740	200		0.000	44.55
Supervisor	0.10	\$22-\$31	6,572	1,748	366		8,686	44.55
Victim Advocate	1.30	\$17-\$25	57,386	18,351	4,762		80,499	37.12
Dependency Witness								
Specialist	1.00	\$13-\$18	36,000	6,452	3,664		46,116	24.94
Subtotal - Program	2.50		106,990	28,592	9,158		144,740	
Indirect Cost (10% de minimis)						14,396	14,396	
Total Grant	2.50		106,990	28,592	9,158	14,396	159,136	

PLEASE NOTE:

- Due to the operational needs, the total budget amount for each line item may increase or decrease. Per
 previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant
 total not individual line item amount.
- 2. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 3. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 4. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for Child Dependency includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$143,959 (MTDC) = \$14,396 (MTDC=Total Program Salaries and Benefits \$135,582 plus Program Operating Expenses \$9,158 minus Program Rent (\$781)).



Unserved/Underserved Victim Advocacy & Outreach Services Annual Budget for FY 2016-2017 (Through March 30, 2017) Total Budget NTE: \$175,000

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

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.05	\$29-\$42	3,629	1,019	414		5,062	52.28
Victim Advocate/Supervisor	0.06	\$22-\$31	4,306	1,637	498		6,441	55.21
Victim Advocate	2.01	\$17-\$25	103,622	27,307	16,671		147,600	40.96
Subtotal - Program	2.12		111,557	29,963	17,583	•	159,103	
Indirect Cost (10% de minimis)						15,897	15,897	
Total Grant	2.12		111,557	29,963	17,583	15,897	175,000	

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Supervisor – 0.225 FTE, Victim Advocates - 0.10 FTE
- 2. 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.
- 3. CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- 4. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 5. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 6. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 7. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Unserved/Underserved Victim Advocacy and Outreach Program includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$158,972 (MTDC) = \$15,897 (Total Program Salaries and Benefits \$141,520 plus Program Operating Expenses \$17,583 minus Program Rent (\$131)).



Unserved/Underserved Victim Advocacy & Outreach Services Budget for 4/1/17 – 9/30/18 Total Budget NTE: \$262,500

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

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Program Director	0.05	\$33-\$44	5,578	1,605	564		7,747
Flogram Director	0.05	φ33-φ 44	5,576	1,005	304		1,141
Victim Advocate/Supervisor	0.06	\$22-\$33	6,654	2,497	677		9,828
Victim Advocate	1.96	\$19-\$26	156,682	42,280	22,117		221,079
Subtotal - Program	2.07		168,914	46,382	23,358		238,654
Indirect Cost (10% de minimis)						23,846	23,846
Total Grant	2.07		168,914	46,382	23,358	23,846	262,500

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Supervisor - 0.49 FTE and Victim Advocates - 0.35 FTE
- 2. 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.
- 3. CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- 4. Due to the operational needs, the total budget amount for each line item may increase or decrease. The Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 5. CSP has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position and the total budget with operating expenses for the current staff assigned to the position.
- 6. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.
- 7. Indirect Cost (10% de minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs). 10% of \$238,457 (MTDC) = \$23,846 (Total Prog. Salaries and Benefits \$215,296 plus Prog. Op. Ex. \$23,358 minus Prog. Rent (\$197))

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).

"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".



Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.05	\$29-\$42	3,629	1,019	414		5,062	52.28
Victim								
Advocate/Supervisor	0.06	\$22-\$31	4,306	1,637	498		6,441	55.21
Victim Advocate	2.01	\$17 - \$25	103,622	27,307	16,671		147,600	40.96
Subtotal - Program	2.12	1	111,557	29,963	17,583		159,103	
Indirect Cost (10% de minimis)	-	-				15,897	15,897	
Total Grant	2.12		111,557	29,963	17,583	15,897	175,000	

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Supervisor 0.225 FTE, Victim Advocates – 0.10 FTE
- 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.
- 3. CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- Due to the operational needs, the total budget amount for each line item may increase or decrease. Per
 previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant
 total not individual line item amount.
- CSP 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 Max. Inclusive Hourly rate with
 Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 6. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 7. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Unserved/Underserved Victim Advocacy and Outreach Program includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$158,972 (MTDC) = \$15,897 (Total Program Salaries and Benefits \$141,520 plus Program Operating Expenses \$17,583 minus Program Rent (\$131)).



Unserved/Underserved Victim Advocacy & Outreach Services Annual Budget for 10/1 – 9/30 (starting on 10/1/18) Total Budget NTE: \$175,000

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

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.05	\$29-\$42	3,629	1,019	414		5,062	52.28
Victim								
Advocate/Supervisor	0.06	\$22-\$31	4,306	1,637	498		6,441	55.21
Victim Advocate	2.01	\$17-\$25	103,622	27,307	16,671		147,600	40.96
Subtotal - Program	2.12		111,557	29,963	17,583		159,103	
Indirect Cost (10% de minimis)						15,897	15,897	
		_						
Total Grant	2.12		111,557	29,963	17,583	15,897	175,000	

PLEASE NOTE:

- CSP pays for the following FTEs assigned to this grant through other resources Supervisor – 0.225 FTE, Victim Advocates - 0.10 FTE
- 2. 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.
- 3. CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- 4. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 5. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 6. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Unserved/Underserved Victim Advocacy and Outreach Program includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$158,972 (MTDC) = \$15,897 (Total Program Salaries and Benefits \$141,520 plus Program Operating Expenses \$17,583 minus Program Rent (\$131)).



Violence Against Women Vertical Prosecution Program Annual Budget for FY 2016-2017 Total Budget NTE: \$17,793

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Victim Advocate	0.300	\$17-\$26	12,371	3,804	0		16,175
Subtotal - Program	0.300		12,371	3,804	0		16,175
Indirect Cost						1,618	1,618
Total Grant	0.3		12,371	3,804	0	1,618	17,793

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Victim								
Advocate	0.225	\$17-\$25	12,018	4,158	0	-	16,176	38.02
Subtotal -								
Program	0.225	1	12,018	4 ,158	0	1	16,176	
Indirect Cost						_		
(10% de		_	_	_	_			
minimis)	-	-	-	-	-	1,617	1,617	
Total Grant	0.225		12,018	4 ,158	θ	1,617	17,793	

PLEASE NOTE:

- 1. The position is required by Grant. CSP provides 25% match for this position.
- 2. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 3. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 4. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 5. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".



Indirect Cost (10% de minimis includes: Administrative Salaries and Benefits, Administrative Rent and other administrative costs). 10% of \$16,175 (MTDC) = \$1,618 (MTDC=Total Program Salaries and Benefits \$16,175)

Indirect Cost (10% de minimis) for VAWA include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$16,176 (MTDC) = \$1,617 (MTDC=Total Program Salaries and Benefits \$16,176).



GRIP Case Management Services Annual Budget for FY 2016-2017 Total Budget NTE: \$461,716

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.85	\$33-\$44	62,720	17,943	5,065		85,728	52.06
Case Manager II	4.00	\$19-\$29	193,752	58,342	23,839		275,933	37.76
Community Event Coordinator	1.00	\$16-\$24	40,860	11,900	5,960		58,720	31.80
Subtotal - Program	5.85		297,332	88,185	34,864		420,381	
Indirect Cost (10% de minimis)						41,335	41,335	
Total Grant	5.85		297,332	88,185	34,864	41,335	461,716	

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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.
- 3. 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 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.
- 4. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$413,351 (MTDC) = \$41,335 (MTDC=Total Program Salaries and Benefits \$385,517 plus Program Operating Expenses \$34,864 minus Scholarships (\$7,030).



GRIP Case Management Services Budget for FY 2017-2018 Total Budget NTE: \$466,296

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Program Director	0.85	\$33-\$44	64,913	18,404	5,245		88,562
Case Manager II	4.00	\$19-\$29	195,120	57,524	24,684		277,328
Community Event Coordinator	1.00	\$16-\$24	44,692	7,133	6,191		58,016
Subtotal - Program	5.85	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	304,725	83,061	36,120		423,906
Indirect Cost	2.00		557,120	30,001	30,120	42,390	42,390
Total Grant	5.85		304,725	83,061.00	36,120	42,390	466,296

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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.
- 3. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$423,906 (MTDC) = \$42,390 (MTDC=Total Salaries and Benefits \$387,786 plus Operating Expenses \$36,120).



GRIP Case Management Services Annual Budget for 7/1 - 6/30 Total Budget NTE: \$469,551

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Program Director	0.85	\$33-\$44	64,913	18,404	5,245		88,562
1 Togram Director	0.03	ψ33-ψ 11	04,913	10,404	3,243		00,302
Case Manager II	4.00	\$19-\$29	195,120	57,524	24,684		277,328
Community Frank Consulington	4.00	¢4C ¢04	47 202	7 400	C 404		CO 075
Community Event Coordinator	1.00	\$16-\$24	47,292	7,492	6,191		60,975
Subtotal - Program	5.85		307,325	83,420	36,120		426,865
Indirect Cost						42,686	42,686
Total Grant	5.85		307,325	83,420	36,120	42,686	469,551

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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.
- Per 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).

"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".

Indirect Cost (10% de minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs). 10% of \$426,865 (MTDC) = \$42,686 (MTDC=Total Prog. Salaries and Benefits are \$390,745 plus Program Operating Expense \$36,120).



Victim Compensation Program Annual Budget for FY 2016-2017 Total Budget NTE: \$535,177

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Director of VAP	0.10	\$33-\$50	8,801	2,074	736		11,611	58.95
Program Director	0.20	\$29-\$42	14,064	4,080	1,471		19,615	50.27
Supervisor	1.00	\$22-\$31	65,724	14,860	7,356		87,940	45.39
Lead Claim Specialist	2.00	\$17-\$26	105,504	24,336	14,712		144,552	38.76
Claim Specialist	1.80	\$13-\$18	76,354	24,197	13,241		113,792	33.06
Office Specialist	2.00	\$13-\$18	70,260	26,925	14,712		111,897	33.83
Subtotal - Program	7.10		340,707	96,472	52,228		489,407	
Indirect Cost (10% de minimis)						45,770	45,770	
Total Grant	7.10	0.00	340,707	96,472	52,228	45,770	535,177	

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 3. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 4. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for Victim Compensation Program includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$457,703 (MTDC) = \$45,770 (MTDC=Total Program Salaries and Benefits \$437,179 plus Program Operating Expenses \$52,228 minus Program Rent (\$31,704)).

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Victim Compensation Program Annual Budget for 7/1 - 6/30 Total Budget NTE: \$535,183

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

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Drawnaga Dinastan	0.15	\$33-\$44	40.500	2.540	4.054		4.4.000
Program Director	0.15	\$33-\$ 44	10,568	2,549	1,251		14,368
Supervisor	1.00	\$22-\$33	66,708	15,533	8,347		90,588
Lead Claim Specialist	2.00	\$17-\$26	107,400	24,851	16,694		148,945
25dd Glaim Sposianot	2.00	ψ11 ψ20	101,100	2 1,00 1	10,001		1 10,0 10
Claim Specialist	2.00	\$13-\$20	78,676	23,048	16,694		118,418
Office Specialist	2.00	\$13-\$19	71,940	28,525	16,694		117,159
Subtotal - Program	7.15	_	335,292	94,506	59,680		489,478
Indirect Cost (10% de minimis)						45,705	45,705
indirect Cost (10% de minimis)						45,705	45,705
Total Grant	7.15		335,292	94,506	59,680	45,705	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 CSP invoices based on the program grant total not individual line item amount.
- CSP 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.
- 3. Per 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).

"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".

Indirect Cost (10% de minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs). 10% of \$457,051 (MTDC) = \$45,705 (MTDC=Total Program Salaries and Benefits \$429,798 plus Prog. Operating Expenses \$59,680 minus Program Rent (\$32,427))



Human Trafficking Victim Advocacy Program Annual Budget for FY 2016-2017 (Through September 30, 2016) Total Budget NTE: \$138,880

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

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget	Max. Inclusive Hourly Rate
Program Director	0.10	\$29-\$42	7,063	2,056	1,048		10,167	52.00
Victim Advocate Client Resource &	0.675	\$17-\$25	28,172	7,399	7,073		42,644	33.50
Volunteer Coordinator	0.75	\$17-\$25	31,158	14,777	7,859		53,794	37.61
Grant and Project Specialist	0.35	\$18-\$25	12,429	4,003	3,667		20,099	30.73
Subtotal - Program	1.875		78,822	28,235	19,647		126,704	
Indirect Cost (10% de minimis)						12,176	12,176	
Total Grant	1.875		78,822	28,235	19,647	12,176	138,880	

PLEASE NOTE:

- 1. 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.
- 2. CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- 3. Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 4. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 5. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 6. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Human Trafficking Program includes: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$121,763 (MTDC) = \$12,176 (Total Program Salaries and Benefits \$107,057 plus Program Operating Expenses \$19,647 minus Program Rent (\$4,941)).



Human Trafficking Victim Advocacy Program Annual Budget for 10/1 - 9/30 (starting on 10/1/16) Total Budget NTE: \$138,880

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

Position	FTE	Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost 10% de minimis	Total Budget
Victim Advocate	0.75	\$17-\$25	32,700	5,631	14,897		53,228
Client Resource & Volunteer Coordinator	0.75	\$17-\$25	34,608	17,011	14,896		66,515
Grant and Project Specialist	0.10	\$18-\$25	4,284	683	1,986		6,953
Subtotal - Program	1.60		71,592	23,325	31,779		126,696
Indirect Cost 10% de minimis						12,184	12,184
Total Grant	1.60		71,592	23,325	31,779	12,184	138,880

PLEASE NOTE:

- 1. 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.
- CSP is responsible for a 20% (\$) match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = CSP Budget + Match).
- Due to the operational needs, the total budget amount for each line item may increase or decrease. Per previous agreement with the county, the Auditor's Office shall pay CSP invoices based on the program grant total not individual line item amount.
- 4. CSP 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 Max. Inclusive Hourly rate with Operating Expenses and Indirect Cost for the current staff assigned to the position.
- 5. 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 also fluctuate on a monthly basis depending on the program needs. Due to these reasons, minor adjustments to the Max. Inclusive Hourly Rates will be made if needed without exceeding the Total Grant Amount.
- 6. The salaries and benefits are adjusted to include the budgeted overtime.
- 7. Per 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).

"MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each sub-award 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".

Indirect Cost (10% de minimis) for the Human Trafficking Advocacy Program includes: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs). 10% of \$121,840 (MTDC) = \$12,184 (Total Salaries and Benefits \$94,917 plus Operating Expense \$31,779 minus Rent (\$4,856)).



County Victim Services (XC) Program Budget for Fiscal Years 2016-2018, ending June 30, 2018 Total Budget NTE: \$507,700 527,700

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Dan mara Disporter	0.40	#00 #40	44.550	4.004	00.400		22
Program Director	0.10	\$29-\$42	14,550	4,361	23,469		42 <mark>,</mark> 380
Supervisor / Victim Advocate	1.00	\$22-\$31	103,256	26,570	34,690		164,516
Training Coordinator	1.00	\$17-\$25	19,240	6,145	8,623		34,008
CRT Coordinator	1.00	\$17-\$25	82,044	24,580	34,690		141,314
Victim Advocate	1.00 1.50	\$17-\$25	39,792 29,844	11,505 1,438	34,690 35,978		85,987 67,260
VAP Administrative Service Coordinator	0.10	\$18-\$25	8,302	2,667	3,469		14,438
Overtime for On Call VAP Staff	0. 2 10		30,240 15,120	3,959 1,980			34,199 17,100
Subtotal - Program	3.40 4.80		278,184 272,356	73,642 67,741	111,008 140,919		4 62,834 481,016
Indirect Cost (10% de minimis)						44,866 46,684	44,866 46,684
Total Grant	3.40 4.80		278,184 272,356	73,642 67,741	111,008 140,919	44,866 46,684	507,700 527,700

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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.
- 3. 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 fluctuates depending on the program and overhead needs.
- CSP is responsible for \$10,000 Cash Match for this project. CSP pays for the 1.0 FTE Supervisor Victim Advocate salaries and benefits (1 month= \$5,000) and Operating (Emergency Assistance Fund: \$5,000) through other resources.

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).

"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".

Indirect Cost (10% de minimis) for the XC County Victim Services Program include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of \$448,659 (MTDC) = \$44,866 (MTDC=Total Program Salaries and Benefits \$351,826 plus Program Operating Expenses \$111,008 minus Rent



(\$14,175). 10% of \$466,841 (MTDC) = \$46,684 (MTDC=Total Program Salaries and Benefits \$340,097 plus Program Operating Expenses \$140,919 minus Rent (\$14,175).

County Victim Services (XC) Program Budget for Fiscal Years 2018-2020, ending December 31, 2019 Total Budget NTE: \$380,775

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
	0.10	***	2 222	200	4 000		2 222
Program Director	0.10	\$33-\$44	3,638	963	1,629		6,230
Supervisor/Victim Advocate	1.00	\$22-\$33	77,440	20,501	34,671		132,612
Training Coordinator	1.00	\$17-\$25	19,240	5,430	20,698		45,368
CRT Coordinator	1.00	\$17-\$25	61,533	16,289	27,549		105,371
Victim Advocate	1.50	\$17-\$25	28,860	6,719	4,454		40,033
VAP Administrative Service Coordinator	0.10	\$18-\$25	6,227	1,648	2,788		10,663
Overtime for On Call VAP Staff	0.05		5,670	1,501			7,171
Subtotal - Program	4.75		202,608	53,051	91,789		347,448
Indirect Cost (10% de minimis)						33,327	33,327
Total Grant	4.75		202,608	53,051	91,789	33,327	380,775

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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.
- 3. 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 fluctuates depending on the program and overhead needs.
- CSP is responsible for \$10,000 Cash Match for this project. CSP pays for the 1.0 FTE Supervisor Victim Advocate salaries and benefits (1 month= \$5,000) and Operating (Emergency Assistance Fund: \$5,000) through other resources.
- 5. 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).

"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".

Indirect Cost (10% de minimis) for the XC County Victim Services Program include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 40% of \$336,500 (MTDC) = \$33,650 (MTDC=Total Program Salaries and Benefits \$263,869 plus Program Operating Expenses \$83,256 minus Rent





(\$10,625). 10% of \$333,273 (MTDC) = \$33,327 (MTDC=Total Program Salaries and Benefits \$255,659 plus Program Operating Expenses \$91,789 minus Rent (\$14,175).



SAKI Program Budget for Fiscal Years 2016-2020, ending September 30, 2019 Total Budget NTE: \$203,693

Amount of budget set by Federal Office of Justice Programs (OJP)

Position	FTE	Base Hourly Range	Total Salaries	Total Benefits	Operating Expenses	Indirect Cost (10% de minimis)	Total Budget
Supervisor / Victim							
Advocate	1.00	\$22-\$31	139,014	38,604	7,557		185,175
Subtotal - Program	1.00		139,014	38,604	7,557		185,175
Indirect Cost (10% de minimis)						18,518	18,518
			_				
Total Grant	1.00		139,014	38,604	7,557	18,518	203,693

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 CSP invoices based on the program grant total not individual line item amount.
- 2. CSP 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. 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 fluctuates depending on the program and overhead needs.
- 3. Indirect Cost (10% de minimis include: Administrative Salaries and Benefits, Audit, Administrative Rent, and other administrative costs). 10% of MTDC \$185,175=\$18,518: Total Program Salaries and Benefits: \$177,618 plus Program Operating Expenses \$7,557.
 - 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".



ATTACHMENT C-1 STAFFING PLAN

1. Project Manager and Key Personnel to perform services under this Contract:

Name	Classification/Designation
Ronnetta J. Johnson, MA	Executive Director – CSP
Lita Mercado, MA	Director of CSP Victim Assistance Programs
Michelle Heater, MFT	Program Director –
,	Victim/Witness Assistance Centers
	Child Dependency
	Restitution Program
	Witness Services
	Victim Compensation Program
	Underserved Victim Advocacy and Outreach Services
	Human Trafficking Victim Advocacy Program Services
	Sexual Assault Kit Initiative
	County Victim Services Program
Annie Wynne Heather	Program Director -
Schmidt, MSW	Underserved Victim Advocacy and Outreach Services
	Human Trafficking Victim Advocacy Program Services
Jennifer Reed, BA	Program Director –
	Domestic Violence Assistance – Victim Services
	Violence Against Women Vertical Prosecution Program
Hether Benjamin, LMFT	Director - Gang Reduction Intervention Partnership (GRIP)
	Program Community Event Coordinator and Case
	Management Services
Kristen Gaborno, LMFT	Program Director - Gang Reduction Intervention Partnership
	(GRIP) Program Community Event Coordinator and Case
	Management Services

II. Alternate Staff

Name	Classification/Designation	
N/A	N/A	

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County approval. County expressly retains the right to have any of the Contractor personnel, prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within three (3) business days of notification by County Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision





and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.



ATTACHMENT D-1

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 fulfill all application, bond, and reporting requirements as outlined in the Schedule of Deliverables and Timeline. Contractor has an established track record of producing high quality grant applications and providing timely progress reports as required by the California Office of Emergency Services (Cal OES) and the County. Contractor's first responsibility will be to submit responses to the Request for Applications/Proposal published by Cal OES the State and Federal agencies in order to secure the funding for the available programs. the Victim/Witness Assistance Program, Underserved Victim Advocacy and Outreach Program, and Human Trafficking Victim Advocacy Program.

Contractor will also be able to fulfill all service level deliverables as specified. In evidence of this, during the 2014-2015 fiscal year, Contractor Victim Advocates funded through this project provided services to 11,569 crime victims through the Victim/Witness Assistance Program, thousands of restitution cases were reviewed recovering \$1,133,602 and Contractor Witness Specialists coordinated the court appearances of 28,643 witnesses. All other goals for minimum service levels were also met or exceeded.

Contractor Victim Assistance Programs currently provides all of the services to victims and witnesses of crime that are detailed in this Contract. Contractor has a fully trained staff who have an understanding of the needs victims and witnesses and have the resources available to provide both emergency and long term assistance. Contractor staff also understand the needs of our criminal justice system partners and are experienced in advocating for clients without impeding the flow of the criminal justice system process. Contractor would be able to provide immediate implementation of the statement of work and give victims and witnesses of crime a continuation of high quality victim/witness services that Orange County has become known for throughout the State of California.



ATTACHMENT E-1

COUNTY PROVIDED RESOURCES

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

a. Office Space – Central Justice Center, Harbor Justice Center Justice Center – Newport Beach, Lamoreaux Justice Center, North Justice Center, West 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 Centers 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 will request and work directly with Superior Court of California, County of Orange continue to provide space in each Justice Center for the Victim/Witness Assistance Centers.

b. Office Space - District Attorney's Office, 401 Civic Center Drive West, Santa Ana.

The Orange County District Attorney's Office 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 assigned to the Gang Target and Vertical Prosecution Units. Co-location of these positions in the District Attorney's Office has been deemed beneficial to both the Prosecutors working the cases and the victims going through the trial process. Contractor would request that the District Attorney's Office continue to provide space for these CSP 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 would request that this space continue to be provided for the staff of the Underserved Victim Advocacy and Outreach Services Program.

d. Telephones – Victim/Witness Assistance Program

The County has provided telephone service for the Victim/Witness Assistance Program. Funds have been allocated as a part of the Witness Services budget from the District Attorney's Office to offset a portion of these costs. Contractor would request that the County continue to provide telephone services.

- e. Computers and Network Services Victim/Witness Assistance Centers.
- 2. 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 agreement Contract has included providing surplus Court computers to Contractor Victim Assistance Program staff who have outdated computers. Contractor would request 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 be made available as deemed appropriate by the Court.



a. Computers and Network Services – District Attorney's Office 401 Civic Center Drive West, Santa Ana.

The Orange County District Attorney's Office has provided surplus computers, email, and technical support for Contractor staff that are located in the 401 Building. These resources have been provided in order to facilitate the work done on behalf of the District Attorney's office by CSP Victim Advocates and Witness Specialists. Contractor would request that access to computers, email, and technical support continue to be provided to the CSP staff located in the 401 Building.

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