

AMENDMENT NUMBER FIVE FOR VICTIM WITNESS ASSISTANCE PROGRAM CONTRACT MA-026-21011495 BETWEEN

COUNTY OF ORANGE

FOR THE OFFICE OF THE DISTRICT ATTORNEY – PUBLIC ADMINISTRATOR AND WAYMAKERS

This Amendment Number Five (hereinafter "Amendment Five") to Contract Number MA-026-21011495 for Victim Witness Assistance Program is made and entered into as of the date fully executed by and between <u>Waymakers</u>, a California nonprofit corporation (hereinafter "Contractor"); and the <u>County of Orange</u>, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney – Public Administrator, which are sometimes referred to individually as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Amendment Five is comprised of this document and the following Attachments, which are incorporated by reference into this document:

Attachment A – Compensation and Pricing (B-4)

Attachment B – Contract MA-026-21011495 and Amendments One through Four

RECITALS

WHEREAS, the County of Orange, Board of Supervisors authorized the County and Contractor enter into and execute Contract MA-026-21011495 (hereinafter "Contract MA-026-21011495") for Victim Witness Assistance Program commencing on July 1, 2021, and expiring on June 30, 2024, in the amount not to exceed of \$6,097,596 per fiscal year and cumulatively \$18,292,788, which is renewable for two additional one-year terms; and

WHEREAS, Amendment One was executed to modify Contract MA-026-21011495 to reflect changes in the budget amounts for the Unserved/Underserved Victim Advocacy & Outreach Services (UUVA), Victims Compensation Program (VCP), GRIP Case Management Services (GRIP) and Child Dependency Services (CDS) programs and to increase the cumulative maximum obligation amount by \$27,357 for the term of July 1, 2021, through June 30, 2022, for a not-to-exceed amount of \$6,124,953; and by \$27,498 for the term of July 1, 2022, through June 30, 2023, for a not-to-exceed amount of \$6,125,094; and by \$27,607 for the term of July 1, 2023, through June 30, 2024, for a not-to-exceed amount of \$6,125,203; and for a cumulative maximum obligation amount of \$18,375,250 for the whole term of July 1, 2021, through June 30, 2024; and

WHEREAS, Amendment Two was executed to reflect changes in the budget amounts for the Victim/Witness Assistance Program (VWA), the Unserved/Underserved Victim Advocacy & Outreach Services (UUVA) and County Victim Services (XC) Program, and to decrease the cumulative maximum obligation amount by \$61,782 for the term of July 1, 2022, through June 30, 2023, for a not-to-exceed amount of \$6,063,312; and by \$109,519 for the term of July 1, 2023, through June 30, 2024, for a not-to-exceed amount of \$6,015,684; and for a cumulative maximum obligation amount of \$18,203,949 for the whole term of July 1, 2021, through June 30, 2024; and

WHEREAS, Amendment Three was executed to incorporate a nondisclosure agreement and County of Orange Information Technology Policies and Procedures; and

WHEREAS, Amendment Four was executed to reflect changes in the budget amounts for the Human Trafficking Victim Advocacy Program (HTAP) and the Victim/Witness Assistance Program (VWA), and to decrease the HTAP budget amount by \$3,750 and increase the VWA budget amount by \$290,211 for the term of July 1, 2023 through June 30, 2024 for a not to exceed amount of \$6,302,145; and for a new cumulative maximum obligation amount of \$18,490,410 for the whole term of July 1, 2021, through June 30, 2025; and

WHEREAS, Parties desire to amend Contract MA-026-21011495 to update Budget Tables and to incorporate nondisclosure agreement; and to renew Contract MA-026-21011495 for the term of July 1, 2024 through and including June 30, 2025, in the not to exceed amount of \$5,987,718 and cumulatively \$24,478,128 for the term of July 1, 2021, through and including June 30, 2025.

NOW, THEREFORE, in consideration of the mutual obligation set forth herein, both Parties agree as follows:

- 1. Contract MA-026-21011495 shall be renewed for the one-year term of July 1, 2024 through and including June 30, 2025, in the not to exceed amount of \$5,987,718. The cumulative not to exceed amount shall not exceed \$24,478,128 for the term of July 1, 2021, through and including June 30, 2025.
- 2. Attachment Compensation and Pricing (B-3) Compensation and Pricing shall be amended and replaced with Compensation and Pricing (B-4) (attached to this Amendment 5 as Attachment A) for the modification of all programs Budget tables.
- 3. Paragraph M of Contract MA-026-21011495 shall be amended to read as follows:
 - M. <u>Independent Contractor</u>: Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Nothing in this Contract creates or shall be read to establish a contractual relationship between Contractor and the State of California.
- 4. Paragraph T of Contract MA-026-21011495 shall be amended to read as follows:
 - Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County and the State of California in their governmental capacities and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor shall comply with the terms of agreements between the State of California and the County, including, but not limited to Agreement Numbers S24-006 and S23-005 between the California Victim Compensation Board and the County (collectively, "agreements"). Contractor acknowledges that County is relying on Contractor to ensure such compliance with laws and agreements, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- 5. All other terms and conditions of Contract MA-026-21011495 and Amendments One through Four, except as amended herein, shall remain unchanged and in full force and effect.
- 6. <u>Signature in Counterparts</u>: The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Five on the date following their respective signatures. If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

WAYMAKERS, A CALIFORNIA NONPROFIT CORPORATION

| Ronnetta J. Johnson | Chief Executive Officer | |
|-------------------------------------------------------|-------------------------|--|
| Print Name | Title | |
| Ronnetta J. Johnson Date: 2024.06.04 15:56:25 -07'00' | 6/4/2024 | |
| Signature | Date | |
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| | | |
| County of Orange, a political subdivision of the Stat | te of California | |
| County Authorized Signature: | | |
| County Authorized Signature. | | |
| Print Name | Title | |
| Fint Name | Title | |
| Signature | Date | |
| Signature | Date | |
| Approved As To Form | | |
| County Counsel | | |
| County of Orange, California | | |
| DocuSigned by: | | |
| Pv: | | |
| By:00514730F28D48' | | |
| Chief Assistant County Counsel | | |
| 6/4/2024 | | |
| Date: | | |

District Attorney/Public Administrator File: C027585

ATTACHMENT A

Compensation and Pricing (B-4)

I. COMPENSATION

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

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

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

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

II. CONTRACTOR'S EXPENSE

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

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

III. PAYMENT TERMS

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

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

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

IV. INVOICE INSTRUCTIONS

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

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

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

Invoices shall be forwarded to:

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

V. <u>ELECTRONIC FUNDS TRANSFER (EFT)</u>

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

VI. PROGRAM ADMINISTRATION

A. Administration of Victim/Witness Assistance Grant

The County shall pay Contractor during each year for services rendered hereunder with respect to the California Office of Emergency Services (Cal OES) Victim/Witness Assistance Grant a sum not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,039,719 for the term of 10/1/22 - 9/30/23, \$2,570,000 for the period of October 1, 2023 through June 30, 2024, and \$3,035,977 for each year thereafter, which is payable on a cost reimbursement basis upon

submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$3,834,763 for the period of July 1, 2021, through September 30, 2022, \$3,039,719 for the term of 10/1/22 - 9/30/23, \$2,570,000 for the period of October 1, 2023 through June 30, 2024, and \$3,035,977 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Victim/Witness Assistance Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by Cal OES.

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

B. Administration of Restitution Services

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

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

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

C. Administration of Witness Services

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

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

D. Administration of Domestic Violence Assistance – Victim Services

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

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

E. Administration of Child Dependency Services

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

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

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

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

The County shall pay Contractor during each year for services rendered with respect to the California Office of Emergency Services (Cal OES) Unserved/Underserved Victim Advocacy and Outreach Program a sum not to exceed \$342,142 for the period of July 1, 2021, through December 31, 2022, \$196,906 for the term of 1/1/2023 - 12/31/23, and \$196,906 for each year thereafter, which is payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$342,142 for the period of July 1, 2021, through December 31, 2022, \$196,906 for the term of 1/1/2023 - 12/31/23, and \$196,906 for each year thereafter to the County from Cal OES. Grant funds shall be deposited into the Trial Courts Agency (100-081) and shall be used to offset costs incurred in administering the Victim/Witness Assistance Program. Costs incurred in the administration of the Unserved/Underserved Victim Advocacy and Outreach Program shall be expensed solely against the Trial Courts Agency (100-081), and the revenue received from grant proceeds shall be credited to the Trial Courts Agency (100-081). The Net County Cost of the program shall be expensed solely against the County Trial Courts Agency (100-081).

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

G. <u>Administration of Gang Reduction Intervention Partnership (Grip) Program Case Management Services</u>

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

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

H. Administration of Victim Compensation Program

The County shall pay Contractor during each fiscal year for services rendered for Victim Compensation Program a sum not to exceed \$552,508 annually payable on a cost reimbursement basis upon submission of monthly invoices in accordance with payment procedure as detailed in aforementioned Sections 1 through 4. Payment is to be processed based on the program grand total not individual line item amount. The final invoice will be marked "FINAL" by the Contractor. Disbursement of funds by the County to Contractor under this Contract shall be contingent upon receipt of the grant award in the amount not to exceed \$552,508 to the County from CalVCB. The Net County Cost of the program shall be expensed against the Trial Courts Agency (100-081). Contract will be amended for an increase in the grant amount approved by CalVCB.

I. Administration of Human Trafficking Victim Advocacy Program

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

Contractor shall be responsible for the required 13% matching funds in the amount of \$28,971 for the period of July 1, 2021, through December 31, 2022; \$19,314 for the term of January 1, 2023 through December 31, 2023; \$18,375 for the period of January 1, 2024, through June 30, 2024, and

\$36,750 for the period of July 1, 2024, through June 30, 2025. Contract will be amended for an increase in the grant amount approved by Cal OES.

J. Administration of County Victim Services (XC) Program

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

K. <u>Program-Administration – Additional Requirements</u>

1. Victim of Crime Claim Verification

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

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

2. Financial Accountability and Reporting Requirements

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

a. Allowable Costs

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

objectives are not changed. Such category adjustments shall be made upon prior written request by Contractor and approved by Administrator.

b. <u>Utilization of Funds</u>

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

c. Accounting

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

d. Reporting Responsibility

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

a. <u>Invoices and Associated Reports</u>

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

b. Status/Progress Reports

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

<Program Budgets Next Page>

Waymakers

Victim/Witness Assistance Program (VWA)

Annual Budget for Term: October 1 – September 30 Total Budget NTE: \$3,035,977

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

| Personnel Expenses | Full Time | Base Hourly | Total | Total | Total Personnel | Max Inclusive |
|-------------------------------------------------------------------------|------------|----------------|----------------|-----------|-----------------|---------------|
| Position Office Visiting | Employee | Rate Range | Salaries | Benefits | Budget | Hourly Rate |
| Chief Program Officer-Victim Assistance Programs | 0.25 | \$45-\$75 | 36,015 | 8,282 | 44,297 | |
| Program Director | 2.00 | \$42-\$60 | 207,468 | 35,054 | 242,522 | |
| Grant Manager | 0.40 | \$25-\$45 | 16,750 | 5,561 | 22,311 | |
| Restitution Manager | 0.48 | \$25-\$45 | 31,569 | 6,764 | 38,333 | |
| Supervisor | 8.29 | \$25-\$45 | 557,857 | 154,957 | 712,814 | |
| Victim Advocate | 24.20 | \$18-\$42 | 1,071,433 | 286,313 | 1,357,746 | |
| Victim Advocate/Project Manager | 1.00 | \$25-\$50 | 7,408 | 1,567 | 8,975 | |
| Mass Victimization Advocate | 1.00 | \$18-\$40 | 50,964 | 13,129 | 64,093 | |
| Grant & Project Specialist/ Grant Coordinator | 0.75 | \$18-\$30 | 35,550 | 10,032 | 45,582 | |
| Office Specialist/Coordinator | 0.55 | \$15-\$27 | 25,978 | 7,291 | 33,269 | |
| Operating Expenses | | | | | | |
| | | | | | Total Operat | ting Budget |
| Employee Development/Retention: | Recruiting | | | | | 2,500 |
| Employee Development/Retention: | Training | | | | 14,570 | |
| Facilities Maintenance | | | | | 17,653 | |
| Fees and Taxes | | | | | | 75 |
| Furniture and Equipment | | | | | 2,075 | |
| Information Technology | | | | | | 14,400 |
| Insurance | | | | | | 13,917 |
| Office Expenses | | | | | | 43,352 |
| Professional Fees | | | | | | 9,108 |
| Program Expenses - Supplies | | | | | | 16,750 |
| Program - Client Needs: Special A Client Travel expenses (bus/ cab), | | ictims, Emerge | ncy Housing, \ | Vouchers, | | 1,500 |
| Rent Expense | | | | | | 33,721 |
| Utilities | | | | | | 3,415 |
| Travel | | 20,255 | | | | |
| Subtotal – Personnel & Operation | | 2,763,233 | | | | |
| Indirect Cost (10% de Minimis) | | | | | | 272,744 |
| Total Grant | | | | | | 3,035,977 |

Please note:

- 1.Waymakers pays for the following FTEs assigned to this grant through other resources: Victim Advocate 1.5 FTE.
- 2. Due to the operational needs, the total budget amount for each line item may increase or decrease.

 The Auditor's Office shall pay Way makers invoices based on the program grant total, not on individual budget line item amount.
- 3. It is a requirement of Caloes Grants that expenses to cover travel costs for mandatory meetings and trainings be included in the grant. These costs are included in the operating expenses of this budget.
- 4. Way makers has an hourly rate range, not a fixed hourly rate per position. The chart provides the hourly range per position, the total budget with operating expenses for the position, and the average hourly rate with operating expenses for the current staff assigned to the position.

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

- 5. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.
- 6. Indirect Cost (10% de Minimis include: Administrative Salaries and Benefits, Administrative Rent, and other administrative costs).

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

"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".



Restitution Services Annual Budget for July 01 - June 30

Total Budget NTE: \$507,549

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

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

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

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

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

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

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



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

| Personnel Expenses | | | | | | |
|------------------------------|--------------------------------|---------------------|-------------------|-------------------|---------------------------|------------------------------|
| Position | Full Time Employee | Base Hourly Rate | Total Salaries | Total Benefits | Total Personnel Budget | Max Inclusive Hourly Rate |
| Program Director | 0.10 | \$42-\$60 | 866 | 127 | 993 | |
| Witness Team Specialist | 1.00 | \$18-\$25 | 49,788 | 14,607 | 64,395 | |
| Witness Specialist | 5.00 | \$16-\$24 | 223,443 | 74,165 | 297,608 | |
| Operating Expenses | | | | | | |
| | | | | | Total Operati | ng Budget |
| Office Supplies/Expenses | | | | | | 4,192 |
| Rent/Utilities/Maintenance (| 101 | | | | | |
| Communication & IT Expen | ses: Telephon | e, Internet, Տսլ | oport & Mainte | nance | | 5,475 |
| Finance & Compliance Aud | it | | | | | 1,487 |
| Insurance | | | | | | 3,542 |
| Staff & Volunteer Training & | Travel | | | | | 535 |
| Program Expenses/Supplie | S | | | | | 500 |
| Victim/Witness Assistance | | | | | | |
| Travel for Victim/Witness | | | | | | 18,395 |
| Travel Expenses: Mileage, I | Parking and ot | her expenses | related to trave | l | | 556 |
| Recruitment | | 200 | | | | |
| Subtotal – Personnel & O | | | 397,979 | | | |
| Indirect Cost (10% de Min | Indirect Cost (10% de Minimis) | | | | | |
| Total Grant | | | | | | 437,769 |

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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

- 3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".

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

| Personnel Expenses | | | | | | | | | |
|-------------------------------------|-----------------------|-----------------|-------------------|-------------------|---------------------------|------------------------------|--|--|--|
| Position | Full Time Employee | Hourly Range | Total Salaries | Total Benefits | Total Personnel Budget | Max Inclusive Hourly Rate | | | |
| Program Director | 0.10 | \$42-\$60 | 866 | 130 | 996 | | | | |
| Supervisor | 0.20 | \$25-\$45 | 5,124 | 1,224 | 6,348 | | | | |
| Victim Advocate | 1.00 | \$18-\$42 | 51,396 | 14,785 | 66,181 | | | | |
| DependencyWitness Specialist | 1.00 | \$17-\$27 | 53,484 | 8,599 | 62,083 | | | | |
| Operating Expenses | | | | | | | | | |
| | | | | | Total Operat | ing Budget | | | |
| Office Supplies/Expenses | | | | | 2,551 | | | | |
| Rent/Utilities/Maintenance (office, | storage, eq | uipment, et | c.) | | 1,85 | | | | |
| Communication & IT Expenses: T | elephone, In | ternet, Sup | port & Mair | tenance | | 1,763 | | | |
| Finance & Compliance Audit | | | | | | 510 | | | |
| Insurance | | | | | | 1,278 | | | |
| Staff & Volunteer Training & Trave | I | | | | | 300 | | | |
| Mileage, Parking & Vehicle Exper | nses | | | | | 365 | | | |
| Program Expenses/Supplies | | | | | | 425 | | | |
| Victim/Witness Assistance | | | | | | | | | |
| Travel for Victim/Witness | | | | | | | | | |
| Recruitment | | | 25 | | | | | | |
| Subtotal – Personnel & Operati | | 144,676 | | | | | | | |
| Indirect Cost (10% de Minimis) | | | | | | 14,460 | | | |
| Total Grant | | | | | | 159,136 | | | |

Please note:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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

- 3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Domestic Violence Assistance -Victim Services Annual Budget for July 01 - June 30 Total Budget NTE: \$388,046

| Personnel Expense | es | | | | | |
|--------------------------|---------------------|------------------|-----------------|----------|-----------------|---------------|
| | Full Time | Base Hourly | Total | Total | Total Personnel | Max Inclusive |
| Position | Employee | Rate | Salaries | Benefits | Budget | Hourly Rate |
| Supervisor | 1.00 | \$25-\$45 | 83,364 | 19,528 | 102,892 | |
| Victim Advocate | 4.00 | \$18-\$42 | 176,142 | 50,189 | 226,331 | |
| Operating Expenses | | | | | | |
| | | | | | Total Opera | ting Budget |
| Office Supplies/Expens | es | | | | | 14,183 |
| Rent/Utilities/Maintenar | nce (office, storag | ge, equipment, o | etc.) | | | 2,675 |
| Communication & IT Ex | rpenses: Telepho | ne, Internet, Su | ipport & Mainte | enance | 732 | |
| Finance & Compliance | Audit | | | | 1,300 | |
| Insurance | | | | | 2,778 | |
| Staff & Volunteer Traini | ng & Travel | | | | | 561 |
| Mileage, Parking & Veh | nicle Expenses | | | | | 467 |
| Program Expenses/Sup | oplies | | | | | 600 |
| Victim/Witness Assista | ance | | | | | |
| Travel for Victim/Witnes | ss | | | | | |
| Recruitment | | | | | | 250 |
| Subtotal – Personnel | | | 352,769 | | | |
| Indirect Cost (10% de | Minimis) | | | | | 35,277 |
| Total Grant | | | | | | 388,046 |

Please note:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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

- 3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



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

| Personnel Expenses | | | | | | | | | |
|---------------------------------------|-------------------------------------------|-----------------|-------------------|-------------------|---------------------------|-------------------------------|--|--|--|
| | | | | | | | | | |
| | | | | | | | | | |
| Position | Full Time Employee | Hourly Range | Total Salaries | Total Benefits | Total Personnel Budget | Max Inclusive Hourly Range | | | |
| Case Manager II | 4.00 | | 243,540 | 74,501 | 318,041 | Tiodity Range | | | |
| | | | , | , | • | | | | |
| Community Event Coordinator | 1.00 | \$20-\$36 | 58,152 | 14,903 | 73,055 | | | | |
| | | | | | | | | | |
| Operating Expenses | | | | | | | | | |
| operating Expenses | | | | | Total Operati | ing Dudget | | | |
| | | | | | Total Operati | ing budget | | | |
| Office Supplies/Expenses | | | | | | 3,790 | | | |
| Rent/Utilities/Maintenance (offi | ce, storage | , equipmen | t, etc.) | | | _ | | | |
| Communication & IT Expenses | : Telephone | | | | | | | | |
| Maintenance, and Office Equip | ment | | | | | 7,400 | | | |
| Finance & Compliance Audit | | | | | 1,230 | | | | |
| Insurance | | | | | 2,568 | | | | |
| Staff & Volunteer Training & Training | avel | | | | | 2,000 | | | |
| Mileage Parking and Vehicle E | xpenses | | | | 12,218 | | | | |
| Program Expenses/Supplies | • | | | | | 200 | | | |
| Victim/Witness Assistance | | | | | | | | | |
| | | | | | | | | | |
| Travel for Victim/Witness | | | | | | | | | |
| Client Related Expenses | | | | | | - | | | |
| Recruitment | | | | | | 250 | | | |
| Subtotal – Personnel & Ope | Subtotal – Personnel & Operating Expenses | | | | | | | | |
| Indirect Cost (10% de Minimi | s) | | | | | 42,075 | | | |
| | - | | | | | | | | |
| Total Grant | | | | | | 462,827 | | | |

PLEASE NOTE:

1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

The Auditor's Office shall pay Waymakers invoices based on the program grant total not individual line item amount.

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

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

- 3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".

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

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

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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

- 3. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 4. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



<u>Unserved/Underserved Victim Advocacy & Outreach Services</u>

Annual Budget for Term: January 1 – December 31

Total Budget NTE: \$196,906

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

| Personnel Expenses | | | | | | |
|-----------------------------|-----------|----------------|----------|----------|--------------------|------------------|
| | Full Time | Base Hourly | Total | Total | Total Personnel | Max Inclusive |
| Position | Employee | Rate | Salaries | Benefits | Budget | Hourly Rate |
| Supervisor/Victim Advocate | 0.20 | \$25-\$45 | 16,469 | 4,978 | 21,447 | |
| Victim Advocate | 2.00 | \$18-\$42 | 117,240 | 30,254 | 147,494 | |
| Operating Expenses | | | | | | |
| | | | | | Total Opera | ating Budget |
| Employee Development: Train | ning | | | | | 1,843 |
| Employee Development: Rec | ruitment | | | | | 15 |
| Facilities Maintenance | | | | | 50 | |
| Furniture and Equipment | | | | | 35 | |
| Information & Technology | | | | | 1,200 | |
| Insurance | | | | | 1,101 | |
| Office Expenses | | | | | | 2,524 |
| Financial Audit | | | | | | 521 |
| Program Expenses - Supplies | 3 | | | | | 1,098 |
| Travel | | | | | | 1,681 |
| Subtotal – Personnel & Op | | 179,009 | | | | |
| Indirect Cost (10% de Minin | 17,897 | | | | | |
| Total Grant | | | | | | 196,906 |

Please note:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

 The Auditor's Office shall pay Waymakers invoices based on the program grant total, not on individual budget line item amount.
- 2. It is a requirement of CalOES Grants that expenses to cover travel costs for mandatory meetings trainings be included in the grant. These costs are included in the operating expenses of this budget.

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

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

- 4. The Victim Advocate salary and benefits are adjusted to include the budgeted overtime.
- 5. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 6. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Victims Compensation Program

Annual Budget for Term: July 1 – June 30

Total Budget NTE: \$552,508

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

| Personnel Expenses | | | | | | | | | | |
|-------------------------------------------------|-----------------------|---------------------------|-------------------|-------------------|------------------------|------------------------------|--|--|--|--|
| Personner Expenses | | | | | | | | | | |
| | | | | | | | | | | |
| Position | Full Time Employee | Base Hourly Rate Range | Total Salaries | Total Benefits | Total Personnel Budget | Max Inclusive Hourly Rate | | | | |
| Supervisor | 1.00 | \$25-\$45 | 91,320 | 18,384.00 | 109,704 | , | | | | |
| Lead Claim Specialist | 2.00 | \$22-\$35 | 146,580 | 33,725.00 | 180,305 | | | | | |
| Claim Specialist | 1.00 | \$19-\$28 | 56,496 | 14,763.00 | 71,259 | | | | | |
| Office Specialist | 2.00 | \$15-\$27 | 99,720 | 35,512.00 | 135,232 | | | | | |
| Operating Expenses | | | | | | | | | | |
| Operating Expenses | | | | | Total Operati | ng Budget | | | | |
| Office Supplies/Expenses | | | | | | - | | | | |
| Rent/Utilities/Maintenance | (office, stora | ge, equipment | t, etc.) | | 1,380 | | | | | |
| Communication & IT Exper | nses: Telepho | one, Internet, | Support & N | //aintenance | 4,338 | | | | | |
| Finance & Compliance Au | dit | | | | | - | | | | |
| Insurance | | | | | | - | | | | |
| Staff & Volunteer Training | & Travel | | | | 640 | | | | | |
| Mileage, Parking & Vehicle | e Expenses | | | | | - | | | | |
| Program Expenses/Supplie | es | | | | | | | | | |
| Victim/Witness Assistance | Э | | | | | | | | | |
| Travel for Victim/Witness | | | | | | | | | | |
| Recruitment | | | | | | | | | | |
| Subtotal – Personnel & Operating Expenses 502,8 | | | | | | | | | | |
| Indirect Cost (10% de Mi | | | 49,650 | | | | | | | |
| Total Grant 552, | | | | | | | | | | |

PLEASE NOTE:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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



Human Trafficking Victim Advocacy Program

Annual Budget for Term: January 1 – December 31

Total Budget NTE: \$147,000

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

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

Please note:

- 1. Due to the operational needs, the total budget amount for each line item may increase or decrease.

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

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

- 3. The salary and benefits are adjusted to include the budgeted overtime.
- 4. Waymakers is responsible for up to 20% match for this grant. The match is calculated based on the Total Project Cost (Total Project Cost = Waymakers Budget + Match).
- 5. New Requirements & OMB Uniform Guidance (2CFR 200) Recipients have the option to include in the budget "de Minimis rate of 10% of Modified Total Direct Costs (MTDC)
- 6. "MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, and fellowships, participant support cost and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for the indirect cost".



Contract MA-026-21011495 and Amendments One through Four