

File No. 190228

Committee Item No. 15

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date April 10, 2019

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date April 5, 2019

Completed by: Linda Wong

Date _____

1 [Accept and Expend Grant - Retroactive - California Governor's Office of Emergency
2 Services - Victim Witness Assistance Program - \$1,549,288]

3 **Resolution retroactively authorizing the Office of the District Attorney to accept**
4 **and expend a grant in the amount of \$1,549,288 from the California Governor's**
5 **Office of Emergency Services for the Victim Witness Assistance Program for the**
6 **grant period of October 1, 2018, through September 30, 2019.**

7
8 WHEREAS, The Office of the District Attorney applied for funding from the
9 California Governor's Office of Emergency Services (Cal OES) for the "Victim Witness
10 Assistance Program" and was awarded \$1,549,288; and

11 WHEREAS, The purpose of the grant is to provide comprehensive assistance
12 programs for victims and witnesses of crime, and to handle the trauma experienced by
13 victims and witnesses to allow for faster and more complete recovery from the effects of
14 crime; and

15 WHEREAS, This recurring grant was budgeted at \$984,876 in the FY2018-2019
16 and FY2019-2020 Annual Budget and Appropriation Ordinance, Ordinance No. 181-18;
17 and

18 WHEREAS, On December 21, 2018, Cal OES awarded \$1,549,288 which is
19 \$564,412 more than the FY2018-2019 appropriated funds; and

20 WHEREAS, The amount of \$564,412 is required to be appropriated to equal the
21 total amount of \$1,549,288 awarded to the Office of the District Attorney for the 2018-19
22 Federal fiscal year; and

23 WHEREAS, The increased appropriation does not require an amendment to the
24 Annual Salary Ordinance (ASO); and

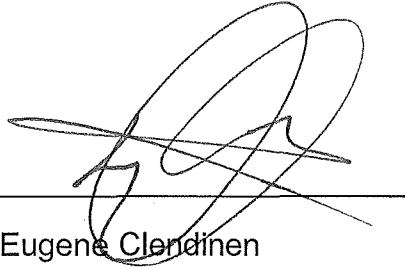
1 WHEREAS, The federal portion of the grant, VOCA, requires a match of
2 \$193,073; and the source of matching fund is the District Attorney's Office general fund;
3 and

4 WHEREAS, The grant includes provision for indirect costs of \$137,325; now,
5 therefore, be it

6 RESOLVED, That the Board of Supervisors hereby authorizes the Office of the
7 District Attorney to accept and expend, on behalf of the City and County of San
8 Francisco, a grant of \$1,549,288 from the California Governor's Office of Emergency
9 Services for the Victim Witness Assistance Program for FY2018-2019 for the period
10 October 1, 2018, through September 30, 2019.

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Recommended:



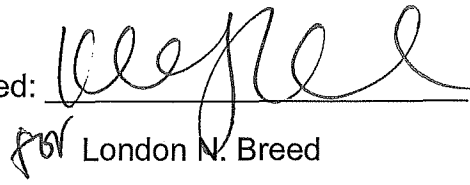
Eugene Clendinen

Chief Administrative & Financial Officer

for George Gascón

District Attorney

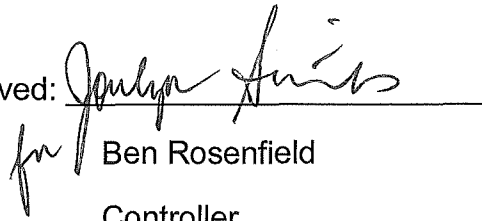
Approved:



for London N. Breed

Mayor

Approved:



for Ben Rosenfield

Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Victim Witness Assistance Program**
2. Department: **Office of the District Attorney**
3. Contact Person: **Lorna Garrido** Telephone: **(415) 553-9258**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$1,549,288**
6. a. Matching Funds Required: **\$193,073**
b. Source(s) of matching funds: **General Fund (Project ID 10023081)**
7. a. Grant Source Agency: **U.S. Department of Justice, Office of Justice Programs (VOCA funds); and California Governor's Office of Emergency Services (State Penalty Assessment Fund)**
b. Grant Pass-Through Agency: **California Governor's Office of Emergency Services**
8. Proposed Grant Project Summary: **To provide comprehensive assistance programs for victims and witnesses of crime, and to handle the trauma experienced by victims and witnesses to allow for faster and more complete recovery from the effects of crime.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **October 1, 2018** End-Date: **September 30, 2019**
10. a. Amount budgeted for contractual services: **\$0**
b. Will contractual services be put out to bid? **n/a**
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **n/a**
d. Is this likely to be a one-time or ongoing request for contracting out? **n/a**
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? **\$137,325**
b. 2. How was the amount calculated? **10% of salaries and benefits**
c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments:
We request for approval of the additional appropriation of \$564,412 in FY18-19.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

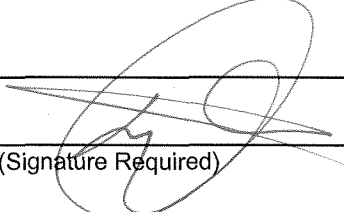
Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Jessica Geiger
(Name)

Facilities Manager (Title)

Date Reviewed: 1/4/19

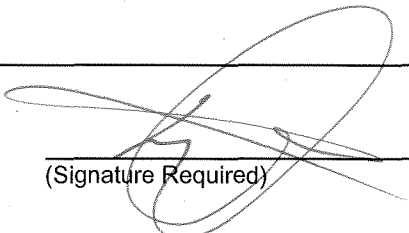

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eugene Clendinen
(Name)

Chief Administrative & Financial Officer
(Title)

Date Reviewed: 1/4/19


(Signature Required)

EDMUND G. BROWN JR.
GOVERNOR



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Cassandra
MARK S. GHILARUCCI
DIRECTOR

December 21, 2018

Gena Castro-Rodriguez, Chief, Victim Services Division
San Francisco, City & County
850 Bryant Street, Room 320
San Francisco, CA 94103-4600

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW18 37 0380, Cal OES ID: 075-00000

Dear Ms. Castro-Rodriguez:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$1,549,288, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

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

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

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

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

VSPS Grants Processing

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
VICTIM SERVICES & PUBLIC SAFETY BRANCH
TELEPHONE: (916) 845-8301

7/12/18

| | | | | | | | |
|--------------------|--------------|-------|-----------|-----|--|------------|--------------|
| (Cal OES Use Only) | | | | | | | |
| Cal OES# | 073-00000-17 | FIPS# | 073-00000 | VS# | | Subaward # | VW18 37 0380 |

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

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

1. **Subrecipient:** City & County of San Francisco 1a. DUNS#: 143602105
2. **Implementing Agency:** District Attorney's Office - City + County of San Francisco 2a. DUNS#: 143602105 ↓
3. **Implementing Agency Address:** 850 Bryant Street, Room 322 San Francisco 94103-4600
- Street City Zip+4
4. **Location of Project:** San Francisco San Francisco 94103-4600
- City County Zip+4
5. **Disaster/Program Title:** Victim/Witness Assistance Program 6. **Performance Period:** 10/01/2018 to 09/30/2019
7. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR _____ %

| Grant Year | Fund Source | A. State | B. Federal | C. Total | D. Cash Match | E. In-Kind Match | F. Total Match | G. Total Project Cost |
|---------------|-------------|------------|--------------|--------------|---------------|------------------|----------------|--|
| 2017 | 8. VOCA | | \$ 1,046,722 | | \$ 106,289 | | \$ 106,289 | \$ 1,153,011 |
| 2018 | 9. VWA0 | \$ 155,400 | | | | | \$ 0 | \$ 155,400 |
| 2018 | 10. VOCA | | \$ 347,166 | | \$ 86,792 | | \$ 86,792 | \$ 433,958 |
| Select | 11. VOCA | | | | | | \$ 0 | \$ 0 |
| Select | 12. Select | | | | | | \$ 0 | \$ 0 |
| TOTALS | | \$ 155,400 | \$ 1,393,888 | \$ 1,549,288 | \$ 193,073 | \$ 0 | \$ 193,073 | 12. G Total Project Cost: \$ 1,742,369 |

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

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

15. **Official Authorized to Sign for Subrecipient:** George Gascón 16. **Federal Employer ID Number:** 946000417

Name: George Gascón Title: District Attorney

Telephone: (415) 553-1741 FAX: (415) 575-8815 Email: district.attorney@sfgov.org

(area code) (area code)

Payment Mailing Address: 850 Bryant Street, Room 322 City: San Francisco Zip+4: 94103-4600

Signature: [Signature] Date: 10-11-18

(FOR CAL OES USE ONLY)

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

Mary Buckner 12/21/18 [Signature] 12/21/18

Cal OES Fiscal Officer Date Cal OES Director (or designee) Date

Yr: 2018-19 / Chapter: 29/ PCA No: 18407
 Item: 0690-102-0890 Component: 40.20.451
 FAIN #: 2017-VA-GX-0084 CFDA#: 16.575
 Federal Award Dates: 10/01/16-09/30/20
 Fund: Federal Trust
 Program: Victim/Witness Assistance Program
 Match Req.: 20% C/IK based on TPC-Match met by VWA Funds
 Project No.: 17VOCA Amount: \$ 1,046,722

Yr: 2018-19 / Chapter: 29/ PCA No: 18408
 Item: 0690-102-0890 Component: 40.20.451
 FAIN #: 2018-V2-GX-0029 CFDA#: 16.575
 Federal Award Dates: 10/01/17-09/30/21
 Fund: Federal Trust
 Program: Victim/Witness Assistance Program
 Match Req.: 20% C/IK based on TPC
 Project No.: 18VOCA Amount: \$ 347,166

Yr: 2018-19 / Chapter: 29/ PCA No: 14300
 Item: 069-101-0903 Component: 40.20.101
 FAIN #: N/A CFDA#: N/A
 Federal Award Dates: N/A
 Fund: State Penalty Fund
 Program: Victim/Witness Assistance Program
 Match Req.: N/A
 Project No.: 13VWA0 Amount: \$ 155,400

RECEIVED
OCT 17 2018
CAL OES
GRANTS MANAGEMENT
666998

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

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

| Fund Year | Federal Program Fund / CFDA # | Federal Awarding Agency | Total Federal Award Amount | Total Local Assistance Amount |
|------------------|--------------------------------------|--------------------------------|-----------------------------------|--------------------------------------|
| 2018 | Victims of Crime Act (VOCA) / 16.575 | Office for Victims of Crime | \$396,642,274 | \$380,776,583 |
| 2017 | Victims of Crime Act (VOCA) / 16.575 | Office for Victims of Crime | \$218,943,281 | \$210,185,550 |
| Choose an item. | Choose an item. | Choose an item. | \$ | \$ |
| Choose an item. | Choose an item. | Choose an item. | \$ | \$ |
| Choose an item. | Choose an item. | Choose an item. | \$ | \$ |

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):
Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

4. Research & Development Section:

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

PROJECT CONTACT INFORMATION

Subrecipient: City & County of San Francisco

Subaward #: VW18 37 0380

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

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

Name: Gena Castro-Rodriguez Title: Chief, Victim Services Division

Telephone #: 415-734-3359 Fax#: 415-553-1034 Email Address: gena.castrorodriguez@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 320, San Francisco, CA 94103-4600

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

Name: Eugene Clendinen Title: Chief Administrative & Financial Officer

Telephone #: 415-553-1895 Fax#: 415-553-9700 Email Address: eugene.clendinen@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: Jacqueline Ortiz Title: Deputy Chief, Victim Services

Telephone #: 415-558-2408 Fax#: 415-553-1034 Email Address: jacqueline.ortiz@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 320, San Francisco, CA 94103-4600

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

Name: Sheila Arcelona Title: Assistant Chief, Finance & Administration

Telephone #: 415-734-3018 Fax#: 415-553-9700 Email Address: sheila.arcelona@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: George Gascón Title: District Attorney

Telephone #: 415-553-1741 Fax#: 415-575-8815 Email Address: District.Attorney@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: George Gascón Title: District Attorney

Telephone #: 415-553-1741 Fax#: 415-575-8815 Email Address: District.Attorney@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Malia Cohen Title: President, Board of Supervisors

Telephone #: 415-554-7670 Fax#: 415-554-7674 Email Address: malia.cohen@sfgov.org

Address/City/Zip: City Hall, 1 Dr. Carlton B. Goodlett Place, 2nd Floor, San Francisco, CA 94102

SIGNATURE AUTHORIZATION

Subaward #: VW18 37 0380

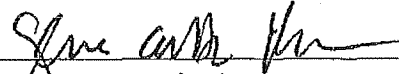
Subrecipient: City & County of San Francisco

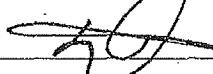
Implementing Agency: District Attorney's Office - City + County of San Francisco *JA*

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

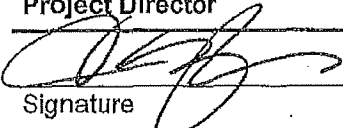
*Project Director: Gena Castro-Rodriguez

*Financial Officer: Eugene Clendinen

Signature: 
Date: 10/3/18

Signature: 
Date: 10/3/18

The following persons are authorized to sign for the
Project Director


Signature
Jacqueline Ortiz
Print Name

Signature

Print Name

Signature

Print Name


Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the
Financial Officer


Signature
Sheila Arcelona
Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, George Gascón, District Attorney hereby certify that
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: City and County of San Francisco

IMPLEMENTING AGENCY: Office of the District Attorney - City & County of San Francisco

PROJECT TITLE: Victim/Witness Assistance Program

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

I. Federal Grant Funds

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

The above named Subrecipient receives \$750,000 or more in federal grant funds annually.

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

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

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.

Please provide the following information:

Equal Employment Opportunity Officer: Shavaun Tolliver
Title: Senior Personnel Analyst
Address: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600
Phone: 415-553-9027
Email: shavaun.tolliver@sfgov.org

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

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

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

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

V. Lobbying – (Subrecipient Handbook Section 2154)

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

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

(This applies to federally funded grants only.)

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

VII. Proof of Authority from City Council/Governing Board

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

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

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

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

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

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

5. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- o Mail: Office of the Inspector General,
U.S. Department of Justice, Investigations Division,
950 Pennsylvania Avenue, N.W. Room 4706,
Washington, DC 20530;
- o E-mail: oig.hotline@usdoj.gov;
- o DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- o DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

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

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- o Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- o Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

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

under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

11. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

13. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)] and are incorporated by reference here.

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

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

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

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

17. Demographic Data

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

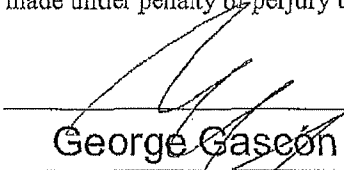

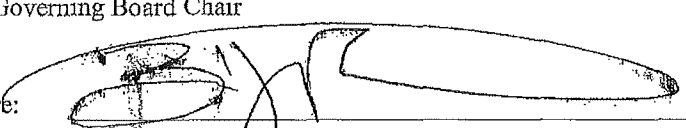
18. Performance Reports

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

19. Access to Records

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

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

| CERTIFICATION | |
|--|--|
| I, the official named below, am the same individual authorized to sign the Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California. | |
| Authorized Official's Signature: |  |
| Authorized Official's Typed Name: | <u>George Gaseon</u> |
| Authorized Official's Title: | <u>District Attorney</u> |
| Date Executed: | <u>12-3-18</u> |
| Federal Employer ID #: | <u>94-6000417</u> |
| Federal DUNS # | <u>143602105</u> |
| Current System for Award Management (SAM) Expiration Date: | <u>October 19, 2019</u> |
| Executed in the City/County of: | <u>San Francisco</u> ¹⁵  |
| AUTHORIZED BY: <i>(not applicable to State agencies)</i> | |
| <input checked="" type="checkbox"/> City Financial Officer | <input checked="" type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |
| Signature: |  |
| Typed Name: | <u>Ben Rosenfield</u> |
| Title: | <u>Controller, City & County of San Francisco</u> |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office <i>MP</i> | | Subaward #: VW18 37 0380 | | | | |
|--|-----------|--------------------------|--------------|----------|--------------|-----------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| SALARY: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate (4.0 FTE) - Gilles Feinberg, Patricia Barragan, Hannah Hoppe, Gretel Chuquipul</u> | | | | | | |
| \$3,413 bi-weekly x 26.1 pay periods x 3.00 FTE = \$267,238 | \$178,169 | | \$75,717 | | \$13,362 | \$267,238 |
| \$2,808 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,289 | | | | \$73,289 | | \$73,289 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 2 FTE = \$2,088 | \$1,044 | | \$887 | | \$157 | \$2,088 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (9.50 FTE) Abigail Cordova, Patricia Cuellar, Amanda Esquivel, Peter Huynh, Melissa Curiel, Willie Gray, Selina Perez, 0.60 FTE Bai Sindal, Sai Ducangawang, 1.0 FTE TBD)</u> | | | | | | |
| \$2,569 bi-weekly x 26.1 pay periods x 5.00 FTE = \$333,950 | \$200,370 | \$66,790 | | \$66,790 | | \$333,950 |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,130 | \$70,130 | | | | | \$70,130 |
| \$2,822 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,654 | | \$36,827 | | \$36,827 | | \$73,654 |
| \$3,112 bi-weekly x 26.1 pay periods x 2.50 FTE = \$203,058 | \$162,446 | | | | \$40,612 | \$203,058 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 3.00 FTE = \$3,132 | \$3,132 | | | | | \$3,132 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (1.00 FTE) Marguerite Mahale - MVA staff</u> | | | | | | |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,131 | | | | \$70,131 | | \$70,131 |
| BENEFITS: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$342,615 = \$21,242 | | | \$29,423 | | \$5,182 | \$134,555 |
| Social Security - Medicare: 1.45% annual rate x \$342,615 = \$4,968 | | | | | | |
| Health Insurance: 10.24% annual rate x \$342,615 = \$35,084 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$342,615 = \$1,336 | | | | | | |
| Retirement: 19.903% annual rate x \$342,615 = \$68,191 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$342,615 = \$925 | | | | | | |
| Dental Rate: 0.82% annual rate x \$342,615 = \$2,809 | | | | | | |
| <u>8129 Victim/Witness Investigator 1 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$683,924 = \$42,403 | \$161,265 | \$41,733 | | \$70,509 | \$23,464 | \$296,971 |
| Social Security - Medicare: 1.45% annual rate x \$683,924 = \$9,917 | | | | | | |
| Health Insurance: 16.02% annual rate x \$683,924 = \$109,565 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$683,924 = \$2,667 | | | | | | |
| Retirement: 17.9106% annual rate x \$683,924 = \$122,495 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$683,924 = \$1,847 | | | | | | |
| Dental Rate: 1.181% annual rate x \$683,924 = \$8,077 | | | | | | |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office <i>SL</i> | | Subaward #: VW18 37 0380 | | | | |
|---|-----------|--------------------------|--------------|-----------|--------------|-------------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| 8129 Victim/Witness Investigator 1 - Advocate - MVA Staff | | | | \$27,575 | | \$27,575 |
| Social Security: 6.20% annual rate x \$70,131 = \$4,348 | | | | | | |
| Social Security - Medicare: 1.45% annual rate x \$70,131 = \$1,017 | | | | | | |
| Health Insurance: 10.59% annual rate x \$70,131 = \$7,427 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$70,131 = \$274 | | | | | | |
| Retirement: 20.11% annual rate x \$70,131 = \$14,103 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$70,131 = \$189 | | | | | | |
| Dental Rate: 0.31% annual rate x \$70,131 = \$217 | | | | | | |
| Personal Section Totals | \$876,486 | \$145,350 | \$108,027 | \$345,121 | \$82,787 | \$1,555,771 |
| PERSONAL SECTION TOTAL | | | | | | \$1,555,771 |

17R2

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office <i>JF</i> | | Subaward #: VW18 37 0380 | | | | |
|--|-----------|--------------------------|--------------|---------|--------------|---|
| B. Operating Expenses | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| Indirect - 10% de Minimis Indirect @ 10% x \$1,555,771 total salaries & fringes = \$155,577, only charging grant \$137,324 Use for indirect - general administration, Finance, Payroll, Human Resources, Information Technology, and Executive Management | \$120,971 | \$10,050 | \$254 | \$2,045 | \$4,005 | \$137,324 <i>JF</i> |
| Rent - \$21/ft ² annually 125 square feet per FTE x \$21 per square foot x 14.50 FTE = \$38,063 | \$38,063 | | | | | \$38,063 |
| <u>Courthouse Dog Program</u> Dog Expenses - Monthly costs (food, grooming, vet, etc.) @ \$700 per month x 12 months = \$8,400 | \$8,400 | | | | | \$8,400 |
| <u>Travel/Training</u> 1. Advocates Training (Sacramento, CA) = Total \$2,802 Registration @ \$300 x 2 staff = \$600 Hotel @ \$112 per night x 5 nights x 2 staff = \$1,120 Per diem (Sacramento County) @ \$64 per day x 5 days x 2 staff = \$640 Mileage @ \$0.545/mile x 200 miles x 2 staff = \$218 Toll @ \$6 per bridge x 2 bridges x 2 staff = \$24 Parking @ \$20 per day x 5 days x 2 staff = \$200 Total Travel/Training | \$2,802 | | | | | \$2,802 |
| Operating Section Totals | \$170,236 | \$10,050 | \$254 | \$2,045 | \$4,005 | \$186,590 <i>JF</i> |
| OPERATING SECTION TOTAL | | | | | | \$186,590 \$486,589 <i>MR</i> |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office <i>JF</i> | | | Subaward #: VW18 37 0380 | | | |
|---|-------------|-----------|--------------------------|-----------|--------------|--------------------|
| C. Equipment | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| none requested | | | | | | \$0 |
| Equipment Section Totals | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| EQUIPMENT SECTION TOTAL | | | | | | \$0 |
| Category Totals | | | | | | |
| <i>Same as Section 12G on the Grant Subaward Face Sheet</i> | \$1,046,722 | \$156,400 | \$106,280 | \$347,166 | \$86,792 | |
| Total Project Cost | | | | | | \$1,742,360 |

JR
JF
MR

VSPS Budget Summary Report

VW18 Victim/Witness Assistance Program
 San Francisco, City & County
 Victim/Witness Assistance Program

Subaward #: VW18 37 0380
 Performance Period: 10/01/18 - 09/30/19
 Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

| <u>F/S/L</u> | <u>Funding Source</u> | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|---|-----------------------|------------------|---------------|------------------|----------|------------------|
| F | 17VOCA | 876,486 | 0 | 876,486 | 0 | 876,486 |
| L | 17VOCA | 106,027 | 0 | 106,027 | 0 | 106,027 |
| F | 18VOCA | 345,121 | 0 | 345,121 | 0 | 345,121 |
| L | 18VOCA | 82,787 | 0 | 82,787 | 0 | 82,787 |
| S | 18VWA0 | 145,350 | 0 | 145,350 | 0 | 145,350 |
| Total A. Personal Services - Salaries/Employee Benefits: | | 1,555,771 | 0 | 1,555,771 | 0 | 1,555,771 |

B. Operating Expenses

| <u>F/S/L</u> | <u>Funding Source</u> | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|-------------------------------------|-----------------------|----------------|---------------|----------------|----------|-----------------|
| F | 17VOCA | 170,236 | 0 | 170,236 | 0 | 170,236 |
| L | 17VOCA | 254 | 0 | 254 | 0 | 254 |
| F | 18VOCA | 2,045 | 0 | 2,045 | 0 | 2,045 |
| L | 18VOCA | 4,005 | 0 | 4,005 | 0 | 4,005 |
| S | 18VWA0 | 10,050 | 0 | 10,050 | 0 | 10,050 |
| Total B. Operating Expenses: | | 186,590 | 0 | 186,590 | 0 | 186,590 |

C. Equipment

| <u>F/S/L</u> | <u>Funding Source</u> | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|----------------------------|-----------------------|---------------|---------------|----------|----------|-----------------|
| F | 17VOCA | 0 | 0 | 0 | 0 | 0 |
| L | 17VOCA | 0 | 0 | 0 | 0 | 0 |
| F | 18VOCA | 0 | 0 | 0 | 0 | 0 |
| L | 18VOCA | 0 | 0 | 0 | 0 | 0 |
| S | 18VWA0 | 0 | 0 | 0 | 0 | 0 |
| Total C. Equipment: | | 0 | 0 | 0 | 0 | 0 |

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

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

12/21/18

VSPS Budget Summary Report

| | |
|---|--|
| VW18 Victim/Witness Assistance Program | Subaward #: VW18 37 0380 |
| San Francisco, City & County | Performance Period: 10/01/18 - 09/30/19 |
| Victim/Witness Assistance Program | Latest Request: , Not Final 201 |

| | <u>Budget Amount</u> | <u>Paid/Expended</u> | <u>Balance</u> | <u>Pending</u> | <u>Pending Balance</u> |
|----------------------------|----------------------|----------------------|----------------|----------------|------------------------|
| Total Local Match: | 193,073 | 0 | 193,073 | 0 | 193,073 |
| Total Funded: | 1,549,288 | 0 | 1,549,288 | 0 | 1,549,288 |
| Total Project Cost: | 1,742,361 | 0 | 1,742,361 | 0 | 1,742,361 |

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

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

12/21/18

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco | | Subaward #: VW18 37 0380 | | | | |
|---|-----------|--------------------------|--------------|----------|--------------|-----------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| SALARY: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate (4.0 FTE) - Giles Feinberg, Patricia Barragan, Hannah Hoppe, Gretel Chuquipul</u> | | | | | | |
| \$3,413 bi-weekly x 26.1 pay periods x 3.00 FTE = \$267,238 | \$178,159 | | \$75,717 | | \$13,362 | \$267,238 |
| \$2,808 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,289 | | | | \$73,289 | | \$73,289 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 2 FTE = \$2,088 | \$1,044 | | \$887 | | \$157 | \$2,088 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (9.50 FTE) Abigail Cordova, Patricia Cuellar, Amanda Esquivel, Peter Huynh, Melissa Curiel, Willie Gray, Selina Perez, 0.50 FTE Bal Sindal, Sai Duoangsawang, 1.0 FTE TBD)</u> | | | | | | |
| \$2,559 bi-weekly x 26.1 pay periods x 5.00 FTE = \$333,950 | \$200,370 | \$66,790 | | \$66,790 | | \$333,950 |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,130 | \$70,130 | | | | | \$70,130 |
| \$2,822 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,654 | | \$36,827 | | \$36,827 | | \$73,654 |
| \$3,112 bi-weekly x 26.1 pay periods x 2.50 FTE = \$203,058 | \$162,446 | | | | \$40,612 | \$203,058 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 3.00 FTE = \$3,132 | \$3,132 | | | | | \$3,132 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (1.00 FTE) Marguerite Mchale - MVA staff</u> | | | | | | |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,131 | | | | \$70,131 | | \$70,131 |
| BENEFITS: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$342,615 = \$21,242 | \$99,940 | | \$29,423 | | \$5,192 | \$134,555 |
| Social Security - Medicare: 1.45% annual rate x \$342,615 = \$4,968 | | | | | | |
| Health Insurance: 10.24% annual rate x \$342,615 = \$35,084 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$342,615 = \$1,336 | | | | | | |
| Retirement: 19.903% annual rate x \$342,615 = \$68,191 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$342,615 = \$925 | | | | | | |
| Dental Rate: 0.82% annual rate x \$342,615 = \$2,809 | | | | | | |
| <u>8129 Victim/Witness Investigator 1 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$683,924 = \$42,403 | \$161,265 | \$41,733 | | \$70,509 | \$23,464 | \$296,971 |
| Social Security - Medicare: 1.45% annual rate x \$683,924 = \$9,917 | | | | | | |
| Health Insurance: 16.02% annual rate x \$683,924 = \$109,565 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$683,924 = \$2,667 | | | | | | |
| Retirement: 17.9106% annual rate x \$683,924 = \$122,495 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$683,924 = \$1,847 | | | | | | |
| Dental Rate: 1.181% annual rate x \$683,924 = \$8,077 | | | | | | |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco | | | Subaward #: VW18 37 0380 | | | |
|--|-----------|-----------|--------------------------|-----------|--------------|-------------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| 8129 Victim/Witness Investigator 1 - Advocate - MVA Staff | | | | \$27,575 | | \$27,575 |
| Social Security: 6.20% annual rate x \$70,131 = \$4,348 | | | | | | |
| Social Security - Medicare: 1.45% annual rate x \$70,131 = \$1,017 | | | | | | |
| Health Insurance: 10.59% annual rate x \$70,131 = \$7,427 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$70,131 = \$274 | | | | | | |
| Retirement: 20.11% annual rate x \$70,131 = \$14,103 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$70,131 = \$189 | | | | | | |
| Dental Rate: 0.31% annual rate x \$70,131 = \$217 | | | | | | |
| Personal Section Totals | \$876,486 | \$146,350 | \$106,027 | \$345,121 | \$82,787 | \$1,555,771 |
| PERSONAL SECTION TOTAL | | | | | | \$1,555,771 |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco | | | Subaward #: VW18 37 0380 | | | |
|--|-----------|----------|--------------------------|---------|--------------|------------------|
| B. Operating Expenses | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| Indirect - 10% de Minimis Indirect @ 10% x \$1,555,771 total salaries & fringes.= \$155,577, only charging grant \$137,325 Use for indirect - general administration, Finance, Payroll, Human Resources, Information Technology, and Executive Management | \$120,971 | \$10,050 | \$254 | \$2,045 | \$4,005 | \$137,325 |
| Rent - \$21/ft ² annually 125 square feet per FTE x \$21 per square foot x 14.50 FTE = \$38,063 | \$38,063 | | | | | \$38,063 |
| <u>Courthouse Dog Program</u> Dog Expenses - Monthly costs (food, grooming, vet, etc.) @ \$700 per month x 12 months = \$8,400 | \$8,400 | | | | | \$8,400 |
| <u>Travel/Training</u> 1. Advocates Training (Sacramento, CA) = Total \$2,802 Registration @ \$300 x 2 staff = \$600 Hotel @ \$112 per night x 5 nights x 2 staff = \$1,120 Per diem (Sacramento County) @ \$64 per day x 5 days x 2 staff = \$640 Mileage @ \$0.545/mile x 200 miles x 2 staff = \$218 Toll @ \$6 per bridge x 2 bridges x 2 staff = \$24 Parking @ \$20 per day x 5 days x 2 staff = \$200 Total Travel/Training | \$2,802 | | | | | \$2,802 |
| Operating Section Totals | \$170,236 | \$10,050 | \$254 | \$2,045 | \$4,005 | \$186,590 |
| OPERATING SECTION TOTAL | | | | | | \$186,590 |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco | | | Subaward #: VW18 37 0380 | | | |
|---|-------------|-----------|--------------------------|-----------|--------------|--------------------|
| C. Equipment | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| none requested | | | | | | \$0 |
| Equipment Section Totals | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| EQUIPMENT SECTION TOTAL | | | | | | \$0 |
| Category Totals | | | | | | |
| <i>Same as Section 12G on the Grant Subaward Face Sheet</i> | \$1,046,722 | \$155,400 | \$106,281 | \$347,166 | \$86,792 | |
| Total Project Cost | | | | | | \$1,742,361 |

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



Application Cover Sheet

RFA PROCESS

VICTIM/WITNESS ASSISTANCE (VW) PROGRAM

Submitted by:
George Gascón
District Attorney
City and County of San Francisco
850 Bryant Street, Room 322
San Francisco, CA 94103
415-553-1741

| | | | | | |
|--------------------|--|-------|--|------|--------------------------------|
| (Cal OES Use Only) | | | | | |
| Cal OES# | | FIPS# | | VS # | Subaward # <u>VW18 37 0380</u> |

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

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

1. **Subrecipient:** City & County of San Francisco 1a. DUNS#: 143602105
2. **Implementing Agency:** District Attorney's Office 2a. DUNS#: _____
3. **Implementing Agency Address:** 850 Bryant Street, Room 322 San Francisco 94103-4600
- Street City Zip+4
4. **Location of Project:** San Francisco San Francisco 94103-4600
- City County Zip+4
5. **Disaster/Program Title:** Victim/Witness Assistance Program 6. Performance Period: 10/01/2018 to 09/30/2019
7. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR _____ %

| Grant Year | Fund Source | A. State | B. Federal | C. Total | D. Cash Match | E. In-Kind Match | F. Total Match | G. Total Project Cost |
|---------------|-------------|------------|--------------|--------------|---------------|------------------|----------------|--|
| 2017 | 8. VOCA | | \$ 1,046,722 | | \$ 106,280 | | \$ 106,280 | \$ 1,153,002 |
| 2018 | 9. VWA0 | \$ 155,400 | | | | | \$ 0 | \$ 155,400 |
| 2018 | 10. VOCA | | \$ 347,166 | | \$ 86,792 | | \$ 86,792 | \$ 433,958 |
| Select | 11. VOCA | | | | | | \$ 0 | \$ 0 |
| Select | 12. Select | | | | | | \$ 0 | \$ 0 |
| TOTALS | | \$ 155,400 | \$ 1,393,888 | \$ 1,549,288 | \$ 193,072 | \$ 0 | \$ 193,072 | 12. G Total Project Cost: \$ 1,742,360 |

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

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

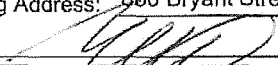
15. **Official Authorized to Sign for Subrecipient:** George Gascón 16. **Federal Employer ID Number:** 946000417

Name: George Gascón Title: District Attorney

Telephone: (415) 553-1741 FAX: (415) 575-8815 Email: district.attorney@sfgov.org

(area code) (area code)

Payment Mailing Address: 850 Bryant Street, Room 322 City: San Francisco Zip+4: 94103-4600

Signature:  Date: 10-11-18

[FOR Cal OES USE ONLY]

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

| | | | |
|------------------------|------|--------------------------------|------|
| Cal OES Fiscal Officer | Date | Cal OES Director (or designee) | Date |
|------------------------|------|--------------------------------|------|

PROJECT CONTACT INFORMATION

Subrecipient: City & County of San Francisco

Subaward #: VW18 37 0380

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

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

Name: Gena Castro-Rodriguez Title: Chief, Victim Services Division

Telephone #: 415-734-3359 Fax#: 415-553-1034 Email Address: gena.castrorodriguez@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 320, San Francisco, CA 94103-4600

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

Name: Eugene Clendinen Title: Chief Administrative & Financial Officer

Telephone #: 415-553-1895 Fax#: 415-553-9700 Email Address: eugene.clendinen@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: Jacqueline Ortiz Title: Deputy Chief, Victim Services

Telephone #: 415-558-2408 Fax#: 415-553-1034 Email Address: jacqueline.ortiz@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 320, San Francisco, CA 94103-4600

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

Name: Sheila Arcelona Title: Assistant Chief, Finance & Administration

Telephone #: 415-734-3018 Fax#: 415-553-9700 Email Address: sheila.arcelona@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: George Gascón Title: District Attorney

Telephone #: 415-553-1741 Fax#: 415-575-8815 Email Address: District.Attorney@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

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

Name: George Gascón Title: District Attorney

Telephone #: 415-553-1741 Fax#: 415-575-8815 Email Address: District.Attorney@sfgov.org

Address/City/Zip: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Malia Cohen Title: President, Board of Supervisors

Telephone #: 415-554-7670 Fax#: 415-554-7674 Email Address: malia.cohen@sfgov.org

Address/City/Zip: City Hall, 1 Dr. Carlton B. Goodlett Place, 2nd Floor, San Francisco, CA 94102

SIGNATURE AUTHORIZATION

Subaward #: VW18 37 0380

Subrecipient: City & County of San Francisco
Implementing Agency: District Attorney's Office

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

*Project Director: Gena Castro-Rodriguez

*Financial Officer: Eugene Clendinen

Signature: 


Signature: 

Date: 10/3/18

Date: 10/3/18

The following persons are authorized to sign for the

Project Director



Signature

Jacqueline Ortiz

Print Name

Signature

Print Name

Signature

Print Name

Signature


Print Name

Signature

Print Name

The following persons are authorized to sign for the

Financial Officer



Signature

Sheila Arcelona

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, George Gascón, District Attorney hereby certify that
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: City and County of San Francisco
IMPLEMENTING AGENCY: Office of the District Attorney
PROJECT TITLE: Victim/Witness Assistance Program

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

I. Federal Grant Funds

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

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

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

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Shavaun Tolliver
Title: Senior Personnel Analyst
Address: 850 Bryant Street, Room 322, San Francisco, CA 94103-4600
Phone: 415-553-9027
Email: shavaun.tolliver@sfgov.org

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

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

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

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

V. Lobbying – (Subrecipient Handbook Section 2154)

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

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)
(This applies to federally funded grants only.)

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

VII. Proof of Authority from City Council/Governing Board

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

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

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

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

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

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

5. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- Mail: Office of the Inspector General,
U.S. Department of Justice, Investigations Division,
950 Pennsylvania Avenue, N.W. Room 4706,
Washington, DC 20530;
- E-mail: oig.hotline@usdoj.gov;
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

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

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

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

under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

11. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

13. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)] and are incorporated by reference here.

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

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

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

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

17. Demographic Data

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

18. Performance Reports

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

19. Access to Records

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

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

CERTIFICATION

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

Authorized Official's Signature: _____

Authorized Official's Typed Name: George Gaseón

Authorized Official's Title: District Attorney

Date Executed: 12-3-18

Federal Employer ID #: 94-6000417 Federal DUNS # 143602105

Current System for Award Management (SAM) Expiration Date: October 19, 2019

Executed in the City/County of: San Francisco

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> City Financial Officer | <input checked="" type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |

Signature: _____

Typed Name: Ben Rosenfield

Title: Controller, City & County of San Francisco

Project Narrative

1. Problem Statement

The San Francisco District Attorney's Office Victim Services Division (VSD) has worked with victims and witnesses of violent crime for more than 30 years. The VSD has developed a structure that allows for individualized support of victims with varied needs and backgrounds while providing for the provision of service across the City. The Division has four units: Advocacy, Claims, Restitution and Mass Casualty. The Division served 8500 victims of crime in 2017, representing a dramatic 74% increase since 2010.

Current unmet victim service needs for our Division include the ability to provide long term follow up with victims, to have access to children who witness community violence, and ensuring follow through of mental health services available to victims. We have drastically increased our contact with each victim, but due to the large case load our advocates carry (600-700 cases), we do not have adequate time and resources to provide long term engagement on most cases or in-depth follow up. This year we expanded the community advocacy program to include three additional high crime/low victim engagement neighborhoods in San Francisco. The expansion of this work allows us to be out in the community, building trust and relationships and meeting victims who are vulnerable and reluctant to access services, an opportunity to engage outside of the Hall of Justice. We are utilizing an assessment tool that measure victim awareness and connectedness as markers of impact and improvement. Finally, we have worked hard to develop relationships, engage in training and develop protocols to respond to mass casualty crime events. This work has allowed us to be integrated into our city's crisis response plans and plan and prepare to respond to victims of crime during critical events.

2. Plan

Mandatory Services

The San Francisco District Attorney's Office Victim Services Division provides a comprehensive range of trauma informed services to victims and witness of crime. Our goal is to help victims of crime mitigate the trauma, navigate the criminal justice system, and rebuild their lives. Our advocates, compensation specialist, restitution staff, and mass casualty team respond to the needs of victims, their families and others in the community affected by violent crime. This work supports the larger goal of the District Attorney's Office to provide parallel justice for victims of crime and ensure public safety for the entire community. Below is a detailed account of the specific services provided.

- a. Crisis Intervention: Victims of crime are identified by referrals from police, assistant district attorneys, partner agencies or self-referred. Cases are assigned throughout the day to an advocate in the intake team or one of the crime specific teams. The advocate attempts to make contact with the victim by phone within 24 hours and follows up with a letter in the mail if contact cannot be made. Advocates then schedule an in person appointment with the victim to assess their needs, provide crisis counseling and referral to services. We partner with the San Francisco Department of Public Health Crisis Intervention Team (CIT), the 24-hour responders for violent crime in the city. CIT staff notify us when they have made contact with a victim and provide contact information so we can follow up the next business day. In addition to these resources, we work with other 24-hour crisis service providers for mental

health, suicide prevention and assessment services for victims. Our VSD advocates served 8,500 victims of violent crime in 2017.

- b. **Emergency Assistance:** VSD provides emergency assistance to victims of crime as needed, including temporary housing, food, clothing and medical/mental health care. We can provide gift cards, vouchers for resources or connection to free services to meet the immediate needs of a victim in crisis.
- c. **Resource and Referral Assistance:** After initial crisis intervention and resources are offered, advocates engage in an assessment of the victims' short and long term needs. We have operational agreements with 30 local organizations who provide shelter/housing, employment, medical care, mental health care, child care, restraining orders, and other social services needed for those affected by crime victimization. These operation agreements are renewed every three years.
- d. **Direct Counseling/Therapy:** Advocates make contact (phone, email, text or in person) with victims an average of 5 times per month. They provide emotional support, empathetic listening, check on victims' progress and re-assess needs when necessary.
- e. **Victim of Crime Claim Assistance:** Advocates inform victims of the California Victim's Compensation Program at first contact. Advocates assist victims with filling out the application, checking to ensure it is complete and submitting it to the SF Joint Power (JP) Claims Unit, also housed under the Victim Services Division. The advocate then works with the claim specialist to ensure the application is complete and assist in obtaining any further documentation needed from the victim. This process has led to an 83% reduction in denials of compensation claims for victims. Our JP Claims Unit paid out 1.5 million dollars in compensation in 2017;

- f. Property Return: Advocates assist victims in securing property, either their own or a deceased loved ones, by helping them secure the necessary release of information and obtaining the items either from the various police stations or from the investigating officer. In the event that the property cannot be returned, the advocate will assist the victim (family) in learning the reason why.
- g. Orientation to the Criminal Justice System: Advocates provide victims with information on the location, procedures and functions of the criminal justice system as it pertains to their specific case.
- h. Court Escort: Advocates can accompany victims to arraignment, pretrial, prelim, bail hearings, jury selection, trial, sentencing and civil restraining order hearings.
- i. Presentations and Training for Criminal Justice Agencies: SF VSD conducts informational presentations and trainings on available victim services to criminal justice agencies, community based partners and other law enforcement agencies throughout the year. In 2017, the VSD provided 107 presentations in the community.
- j. Public Presentations and Publicity: SF VSD participates in multiple public awareness activities to promote victim services. We hold annual events for Human Trafficking Awareness month in January, Victims of Crime week events in April, Elder Abuse Awareness month in June, National Night Out in August, Campus Sex Assault “Red Zone” event in September, and Domestic Violence Awareness month in October. In addition to these events, we participate in the San Francisco Sunday Streets, a monthly neighborhood event from March to October held in 5 neighborhoods in San Francisco. Staff provided brochures, give-aways and other information about victim of crime services.

- k. Case Status/Case Disposition: Advocates advise client of the progress and disposition of their cases on a weekly/monthly basis by phone, email, mail and in person as the case progresses through the criminal justice system. Our DA also offers face-to-face meetings with the family members of homicide victims accompanied by their advocates.
- l. Notification of Family/Friends: Advocates contact next of kin, relatives or friends of victims of crime within 24 hours on homicide cases and within 24 hours of next business day on all other cases.
- m. Employer Notification/Intervention: On an as needed basis with the consent of the client, advocates notify the clients' employer(s) that the client was a victim or witness to a crime. Additionally, they advocate, on behalf of the victim, for minimal loss of pay or benefits due to their victimization or participation in the criminal justice system.
- n. Restitution: In addition to other services provided by our office, advocates assist victims with restitution. Our office has a designated advocate to assist with restitution fillings.

Optional Services: In addition to the previously listed services, advocates can assist with funeral arrangements, crime prevention information, temporary restraining orders and court waiting area.

Mass Casualty: We have been working on mass casualty crime response issues since 2015. We are proud to have pioneered work in planning, preparing and training within our victims services division, with other crisis event/emergency responders in San Francisco and in coordinating and supporting the 9 Bay Area counties. On a division level, we have made great strides this year in preparing our staff to respond to mass casualty events with 930 hours of training for 30 staff

member in 2017 including NOVA certification, Mental Health First Aid, Death Notification, Incident Command Training 101, Emergency Operations Center and Active Shooter.

We have also built strong partnership and been integrated into mass casualty crime response plans with the San Francisco Department of Emergency Management and the San Francisco International Airport. We have also developed relationships and protocols with partners at the Red Cross, Salvation Army, school district, hospitals and other non-profit service providers. Finally, we have been able to strengthen and formalize our relationship with the other Bay Area victim service programs. We have a formal MOU with 7 of the 9 Bay Area counties to work collaboratively, share resources and provide mutual aid in the event of mass casualty crime event. As we have developed the policies and protocols in this work, we have been able to share these resources with other counties throughout California. In preparation for the response to this VW RFP, we provided multiple jurisdictions with training, staffing, equipment and budget information.

In this new grant cycle we will have one dedicated advocate to continue this important work. The role of our mass casualty advocate is to provide and coordinate ongoing training; continue to develop internal and external policies and procedures for deployment; continue to develop key partnerships; provide training, technical assistance and manage the Bay Area Mass Casualty Planning Committee and Steering Committee; attend city planning, preparation and practice activities; respond to and coordinate division's response to critical events; and lead planning for statewide mass casualty crime conference in April 2019. In addition to these responsibilities the mass casualty advocate will provide general victim advocacy duties as needed and assigned.

Our division has a robust 9 month internship program for volunteers. We recruit from San Francisco State University, University of San Francisco and San Francisco City College. Interns

Subrecipient: City & County of San Francisco Subaward #: VW18 37 0380

work between 16-24 per week, are trained in a variety of victim advocacy skills and the criminal justice and court system and are evaluated at the end of their tenure. Interns who stay for more than one term or have specialized training are assigned to crime specific teams to work on cases with advocates. The intern hours will serve as part of our budget match.

Budget Narrative

October 1, 2018 – September 30, 2019

A. PERSONAL SERVICES**\$1,555,771**

There are sixteen individuals assigned full-time or part-time to the Victim Witness Assistant Program (VWAP) for a project total of 14.50 FTE and \$1,096,670. Personnel assigned to the VWAP include:

- 4 Victim/Witness Investigator 2 – Advocate (8131)
- 11 Victim/Witness Investigator 1 – Advocate (8129) – Non-MVA Staff
- 1 Victim/Witness Investigator 1 – Advocate (8129) – MVA Staff

8131 Victim Witness Investigator 2 - Advocate. Advocates from the 8131 job class are Team Lead Advocates. Advocates in these positions possess advanced experience, training and skills in particular areas. Their role as Team Lead includes leading a team of advocates organized by crime type (e.g. DV, CASA, Elder Abuse.) and participate in a leadership skill development program to learn skills in the areas of supervision, policy and grant reporting/writing.

8129 Victim Witness Investigator 1 – Advocate – Non-MVA staff. Victim Advocates from the 8129 job class are responsible for direct client services including all of those outlined in this proposal and developing and managing partnerships with other government and community based services.

8129 Victim Witness Investigator 1 – Advocate – MVA Staff. The MVA staff will provide and coordinate ongoing training; continue to develop internal and external policies and procedures for deployment; continue to develop key partnerships; provide training, technical assistance and manage the Bay Area Mass Casualty Planning Committee and Steering Committee; attend city

planning, preparation and practice activities; respond to and coordinate division's response to critical events; and lead planning for statewide mass casualty crime conference in April 2019. In addition to these responsibilities the mass casualty advocate will provide general victim advocacy duties as needed and assigned.

Standard fringe benefits are allocated to the grant and include social security, Medicare, retirement, state unemployment compensation insurance, long-term disability, dependent coverage, and health and dental coverage for a total fringe cost of \$459,101.

B. OPERATING EXPENSES **\$186,589**

Indirect Costs

A de Minimis rate is calculated at 10% of salary and fringe costs. The use for the indirect includes salaries and fringe for general administration, finance, payroll, human resources, information technology, and executive management.

Total salary and fringe @ \$1,555,771 x 10% = \$155,577, only charging grant
\$137,324

Rent

The Office of the District Attorney is requesting \$21 per square foot x 125 square feet per FTE.

Rent @ \$21/ft² x 125 ft²/FTE x 14.50 FTE \$38,063

Courthouse Dog Program

Costs include dog expenses for food, grooming, vet, etc.

Dog Expenses (food, grooming, etc.)

- Monthly costs (food, grooming, vet) @

| | |
|-----------------------------|---------|
| \$700 per month x 12 months | \$8,400 |
|-----------------------------|---------|

Travel & Training

Travel and training costs for project staff to attend trainings and conferences related to the project including CCVAA Advocate Trainings. Due to the uncertainty in staff mode of transportation to and from the airports, ground transportation encompasses public transit, parking, mileage, shuttle, and/or car service. Potential training include the following:

1. Advocate Training (Sacramento, CA)

| | |
|--|---------|
| Registration @ \$300 x 2 staff | \$600 |
| Hotel @ \$112 per night x 5 nights x 2 staff | \$1,120 |
| Per diem @ \$64 per day x 5 days x 2 staff | \$640 |
| Mileage @ \$0.545 x 200 miles x 2 staff | \$218 |
| Toll @ \$6 per bridge x 2 bridges x 2 staff | \$24 |
| Parking @ \$20 per day x 5 days x 2 staff | \$200 |
| Advocates Training Total | \$2,802 |

C. EQUIPMENT **\$0**

None requested.

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office | | | Subaward #: VW18 37 0380 | | | |
|---|-----------|----------|--------------------------|----------|--------------|-----------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| SALARY: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate (4.0 FTE) - Giles Feinberg, Patricia Barragan, Hannah Hoppe, Gretel Chuquipul</u> | | | | | | |
| \$3,413 bi-weekly x 26.1 pay periods x 3.00 FTE = \$267,238 | \$178,159 | | \$75,717 | | \$13,362 | \$267,238 |
| \$2,808 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,289 | | | | \$73,289 | | \$73,289 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 2 FTE = \$2,088 | \$1,044 | | \$887 | | \$157 | \$2,088 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (9.50 FTE) Abigail Cordova, Patricia Cuellar, Amanda Esquivel, Peter Huynh, Melissa Curiel, Willie Gray, Selina Perez, 0.50 FTE Bai Sindal, Sai Duoangsawang, 1.0 FTE TBD)</u> | | | | | | |
| \$2,559 bi-weekly x 26.1 pay periods x 5.00 FTE = \$333,950 | \$200,370 | \$66,790 | | \$66,790 | | \$333,950 |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,130 | \$70,130 | | | | | \$70,130 |
| \$2,822 bi-weekly x 26.1 pay periods x 1.00 FTE = \$73,654 | | \$36,827 | | \$36,827 | | \$73,654 |
| \$3,112 bi-weekly x 26.1 pay periods x 2.50 FTE = \$203,058 | \$162,446 | | | | \$40,612 | \$203,058 |
| Bi-lingual Pay \$40 bi-weekly x 26.1 pay periods x 3.00 FTE = \$3,132 | \$3,132 | | | | | \$3,132 |
| <u>8129 Victim/Witness Investigator 1 - Advocate (1.00 FTE) Marguerite Mchale - MVA staff</u> | | | | | | |
| \$2,687 bi-weekly x 26.1 pay periods x 1.00 FTE = \$70,131 | | | | \$70,131 | | \$70,131 |
| BENEFITS: | | | | | | |
| <u>8131 Victim/Witness Investigator 2 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$342,615 = \$21,242 | \$99,940 | | \$29,423 | | \$5,192 | \$134,555 |
| Social Security - Medicare: 1.45% annual rate x \$342,615 = \$4,968 | | | | | | |
| Health Insurance: 10.24% annual rate x \$342,615 = \$35,084 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$342,615 = \$1,336 | | | | | | |
| Retirement: 19.903% annual rate x \$342,615 = \$68,191 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$342,615 = \$925 | | | | | | |
| Dental Rate: 0.82% annual rate x \$342,615 = \$2,809 | | | | | | |
| <u>8129 Victim/Witness Investigator 1 - Advocate</u> | | | | | | |
| Social Security: 6.20% annual rate x \$683,924 = \$42,403 | \$161,265 | \$41,733 | | \$70,509 | \$23,464 | \$296,971 |
| Social Security - Medicare: 1.45% annual rate x \$683,924 = \$9,917 | | | | | | |
| Health Insurance: 16.02% annual rate x \$683,924 = \$109,565 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$683,924 = \$2,667 | | | | | | |
| Retirement: 17.9106% annual rate x \$683,924 = \$122,495 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$683,924 = \$1,847 | | | | | | |
| Dental Rate: 1.181% annual rate x \$683,924 = \$8,077 | | | | | | |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office | | | | Subaward #: VW18 37 0380 | | |
|---|-----------|-----------|--------------|--------------------------|--------------|-------------|
| A. Personal Services – Salaries/Employee Benefits | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| 8129 Victim/Witness Investigator 1 - Advocate - MVA Staff | | | | \$27,575 | | \$27,575 |
| Social Security: 6.20% annual rate x \$70,131 = \$4,348 | | | | | | |
| Social Security - Medicare: 1.45% annual rate x \$70,131 = \$1,017 | | | | | | |
| Health Insurance: 10.59% annual rate x \$70,131 = \$7,427 | | | | | | |
| Long Term Disability: 0.39% annual rate x \$70,131 = \$274 | | | | | | |
| Retirement: 20.11% annual rate x \$70,131 = \$14,103 | | | | | | |
| Unemployment Insurance: 0.27% annual rate x \$70,131 = \$189 | | | | | | |
| Dental Rate: 0.31% annual rate x \$70,131 = \$217 | | | | | | |
| Personal Section Totals | \$876,486 | \$145,350 | \$106,027 | \$345,121 | \$82,787 | \$1,555,771 |
| PERSONAL SECTION TOTAL | | | | | | \$1,555,771 |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office | | | Subaward #: VW18 37 0380 | | | |
|--|-----------|----------|--------------------------|---------|--------------|------------------|
| B. Operating Expenses | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| Indirect - 10% de Minimis Indirect @ 10% x \$1,555,771 total salaries & fringes = \$155,577, only charging grant \$137,324 Use for indirect - general administration, Finance, Payroll, Human Resources, Information Technology, and Executive Management | \$120,971 | \$10,050 | \$253 | \$2,045 | \$4,005 | \$137,324 |
| Rent - \$21/ft ² annually 125 square feet per FTE x \$21 per square foot x 14.50 FTE = \$38,063 | \$38,063 | | | | | \$38,063 |
| <u>Courthouse Dog Program</u> Dog Expenses - Monthly costs (food, grooming, vet, etc.) @ \$700 per month x 12 months = \$8,400 | \$8,400 | | | | | \$8,400 |
| <u>Travel/Training</u> 1. Advocates Training (Sacramento, CA) = Total \$2,802 Registration @ \$300 x 2 staff = \$600 Hotel @ \$112 per night x 5 nights x 2 staff = \$1,120 Per diem (Sacramento County) @ \$64 per day x 5 days x 2 staff = \$640 Mileage @ \$0.545/mile x 200 miles x 2 staff = \$218 Toll @ \$6 per bridge x 2 bridges x 2 staff = \$24 Parking @ \$20 per day x 5 days x 2 staff = \$200 Total Travel/Training | \$2,802 | | | | | \$2,802 |
| Operating Section Totals | \$170,236 | \$10,050 | \$253 | \$2,045 | \$4,005 | \$186,589 |
| OPERATING SECTION TOTAL | | | | | | \$186,589 |

BUDGET CATEGORY AND LINE ITEM DETAIL

| Subrecipient: City & County of San Francisco/District Attorney's Office | | | Subaward #: VW18 37 0380 | | | |
|---|-------------|-----------|--------------------------|-----------|--------------|--------------------|
| C. Equipment | 17VOCA | 18VWAO | 17VOCA MATCH | 18VOCA | 18VOCA MATCH | COST |
| none requested | | | | | | \$0 |
| Equipment Section Totals | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| EQUIPMENT SECTION TOTAL | | | | | | \$0 |
| Category Totals | | | | | | |
| <i>Same as Section 12G on the Grant Subaward Face Sheet</i> | \$1,046,722 | \$155,400 | \$106,280 | \$347,166 | \$86,792 | |
| Total Project Cost | | | | | | \$1,742,360 |

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

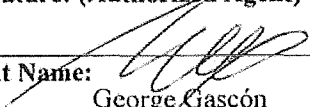
| | | |
|---|--|----------------|
| Subrecipient: City & County of San Francisco | DUNS # 143602105 | FIPS #: |
| Grant Disaster/Program Title: Victim/Witness Assistance (VW) Program | | |
| Performance Period: 10/01/2018 to 09/30/2019 | Subaward Amount Requested: \$ 1,549,288 | |
| Type of Non-Federal Entity (Check Box) | <input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe | |

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

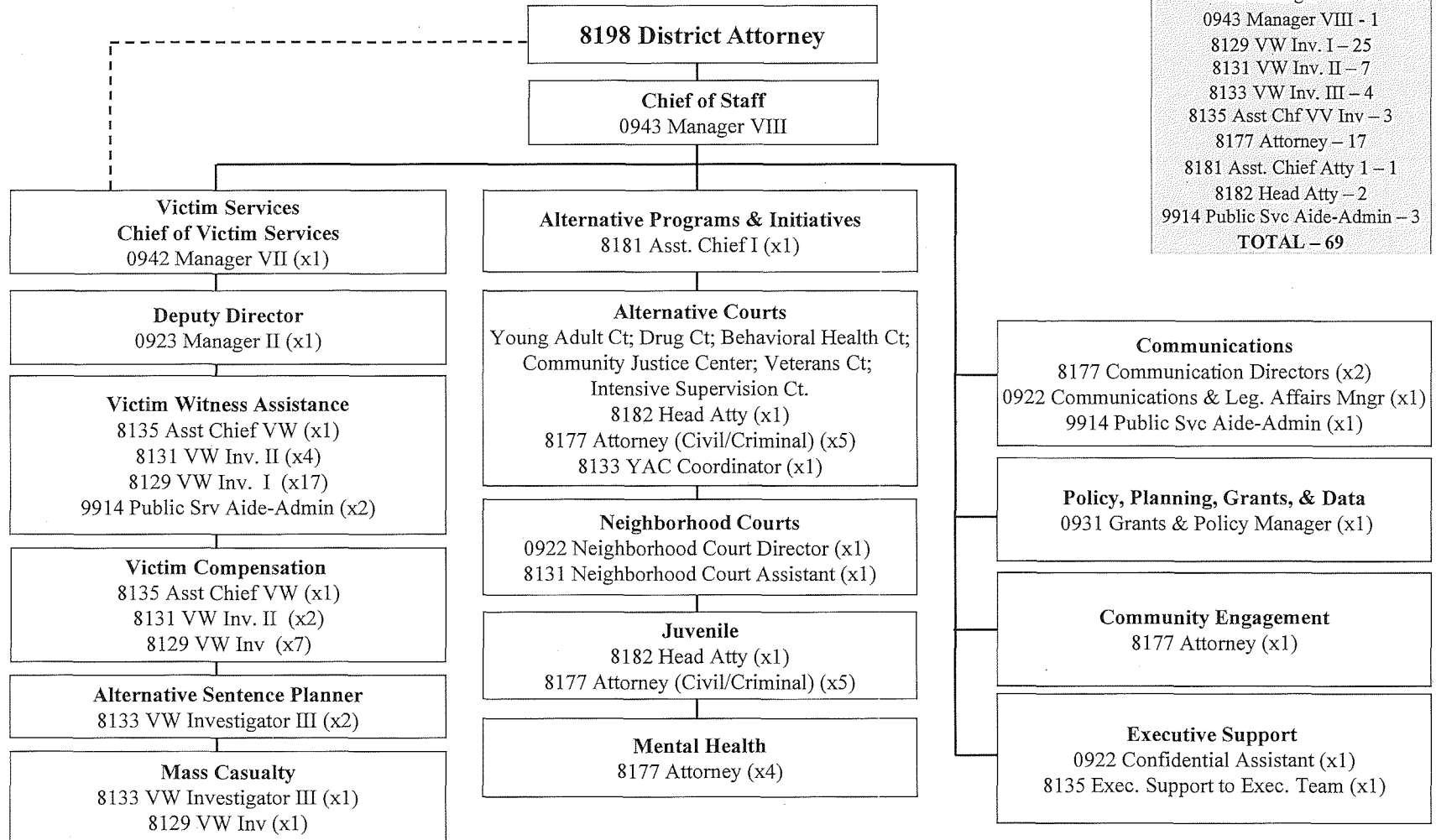
The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

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

| Assessment Factors | Response |
|---|--------------|
| 1. How many years of experience does your current grant manager have managing grants? | >5 years |
| 2. How many years of experience does your current bookkeeper/accounting staff have managing grants? | >5 years |
| 3. How many grants does your organization currently receive? | >10 grants |
| 4. What is the approximate total dollar amount of all grants your organization receives? | \$ 8,310,785 |
| 5. Are individual staff members assigned to work on multiple grants? | Yes |
| 6. Do you use timesheets to track the time staff spend working on specific activities/projects? | Yes |
| 7. How often does your organization have a financial audit? | Annually |
| 8. Has your organization received any audit findings in the last three years? | No |
| 9. Do you have a written plan to charge costs to grants? | Yes |
| 10. Do you have written procurement policies? | Yes |
| 11. Do you get multiple quotes or bids when buying items or services? | Always |
| 12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.? | >5 years |
| 13. Do you have procedures to monitor grant funds passed through to other entities? | Yes |

| | |
|--|--|
| Certification: <i>This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.</i> | |
| Signature: (Authorized Agent)  | Date: 10-11-18 |
| Print Name: George Gascon | Print Title: District Attorney |
| Program Specialist Only: SUBAWARD # | |

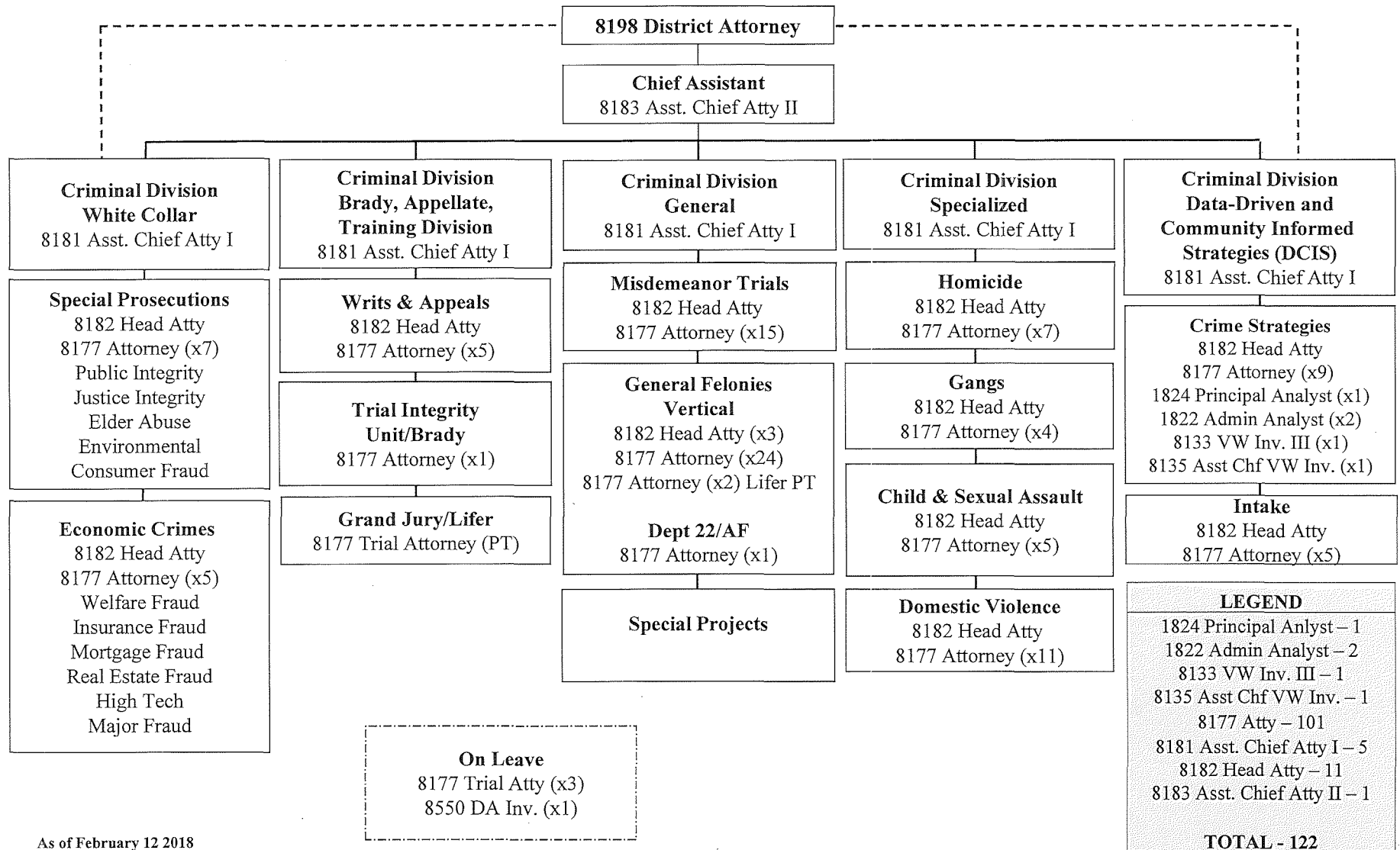
San Francisco District Attorney Justice Innovations and Policy Department Organizational Structure



| LEGEND | |
|-------------------|---------------------------|
| 0922 | Manager I - 3 |
| 0923 | Manager II - 1 |
| 0931 | Manager III - 1 |
| 0942 | Manager VII - 1 |
| 0943 | Manager VIII - 1 |
| 8129 | VW Inv. I - 25 |
| 8131 | VW Inv. II - 7 |
| 8133 | VW Inv. III - 4 |
| 8135 | Asst Chf VV Inv - 3 |
| 8177 | Attorney - 17 |
| 8181 | Asst. Chief Atty 1 - 1 |
| 8182 | Head Atty - 2 |
| 9914 | Public Svc Aide-Admin - 3 |
| TOTAL - 69 | |

As of February 12 2018

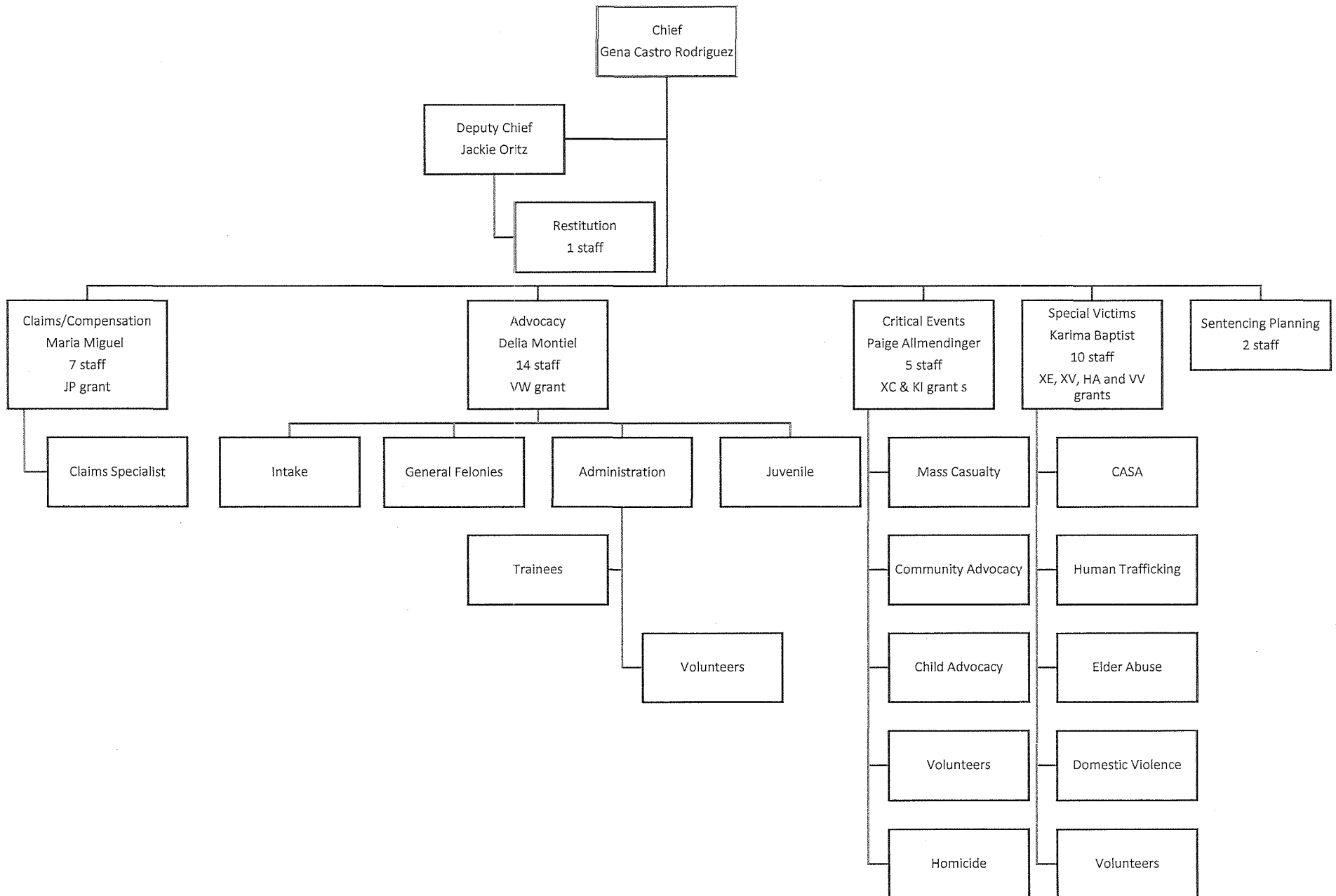
San Francisco District Attorney Operations Department Organizational Structure



As of February 12 2018

TOTAL - 122

San Francisco District Attorney
Victim Services Division





Asian Women's Shelter
 3543 18th Street, #19
 San Francisco, CA 94110

(415) 751-7110 OFFICE
 (415) 751-0880 CRISIS
 (415) 751-0806 FAX

OPERATIONAL AGREEMENT
 July 1, 2016-June 30, 2019

This Operational Agreement stands as evidence that the **Asian Women's Shelter** and the **San Francisco District Attorney's Office** intend to work together toward the mutual goal of providing maximum available assistance for domestic violence survivors and their children. Both agencies believe that continuation of the **Asian Women's Shelter** programs will further this goal. To this end, each agency agrees to participate by coordinating/providing the following services:

- (1) The San Francisco District Attorney's Office and the Asian Women's Shelter will work together to provide criminal justice advocacy to the Asian Women's Shelter clients in a timely manner.
- (2) The San Francisco District Attorney's Office and the Asian Women's Shelter will continue to work cooperatively to coordinate services between the two agencies.
- (3) The San Francisco District Attorney's Office will have direct access to the Asian Women's Shelter staff over the phone for referral and consultation. The Asian Women's Shelter will coordinate language services as its appropriate, whenever possible.

We, the undersigned, as authorized representatives of the **Asian Women's Shelter** and the **San Francisco District Attorney's Office** do hereby approve this document.

For the San Francisco District Attorney's Office

Gena Caputo
 Signature

Date: 2/5/14

Name: Gena Caputo

Title: Chief of USD

For the Asian Women's Shelter

Elizabeth Kirton
 Signature

Date: 2/3/16

Elizabeth Kirton

Executive Director

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and Bernal Heights Neighborhood Center (BHNC) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

Bernal Heights Neighborhood Center Senior Programs is to provide Support to seniors who are frail and homebound to ensure their ability to age in their homes without being institutionalized through their Neighborhood Elders Support Team (NEST). Our diverse staff provides holistic legal, social, and educational services in more than a dozen languages including Cantonese, Chiu-Chow, Hindi, Japanese, Korean, Mandarin, Punjabi, Spanish, Tagalog, Taiwanese, and Vietnamese.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

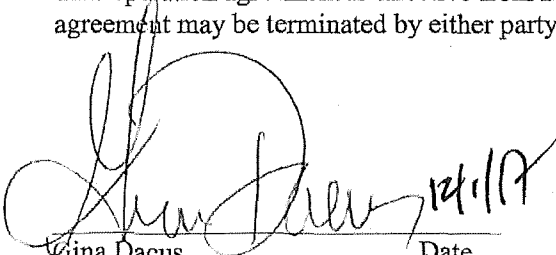
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

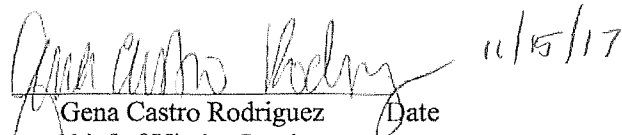
1. BHNC will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by BHNC.
2. VWAP will accept referrals from the BHNC to assist those victims who need assistance in accordance with the services it provides, including the expert prosecution of crimes of violence against elderly victims and disabled victims in accordance with the mission VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

DURATION

This operation agreement is effective from December 1, 2017 to December 31, 2020. This agreement may be terminated by either party or amended with the written consent of both parties.


Gina Dacus
Executive Director
Bernal Heights Neighborhood Center

Date


Gena Castro Rodriguez
Chief of Victim Services
City and County of San Francisco

Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and the Chinese Newcomers Service Center (CNSC) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

CNSC is a non-profit, community based agency that facilitates the adjustment process of Chinese immigrants and refugees by providing multiple services, including bilingual information and referral, adjustment counseling, translation and interpretation, jobs placement, immigration and forms assistance, public education workshops, ESL/citizenship classes, and volunteer income tax assistance.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.


RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

1. CNSC will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by CNSC.
2. VWAP will accept referrals from CNSC to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

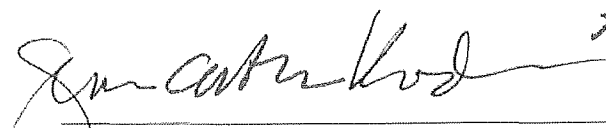
DURATION

This operational agreement is effective from March 1, 2018 to March 1, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



George Chan
Executive Director of CNSC
City and County of San Francisco

3/21/18
DATE



Gena Castro-Rodriguez
Chief of Victim Services Division
City and County of San Francisco

3/14/08
DATE

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and the Community United Against Violence (CUAV) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

CUAV provides a continuum of services to victims of hate crimes, hate violence and bias-motivated sexual assault. CUAV services include counseling, referrals, assault prevention education and sensitivity training.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.


RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

1. CUAV will accept referrals from VWAP staff for eligible LGBTQ clients who are in need of assistance in accordance with the service provided by CUAV.
2. VWAP will accept referrals from CUAV to assist those LGBTQ victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco LGBTQ victims.

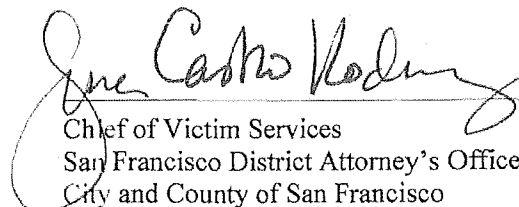
DURATION

This operational agreement is effective from March 1, 2018 to March 1, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



Director
Community United Against Violence
San Francisco, California

3/19/18
DATE



Chief of Victim Services
San Francisco District Attorney's Office
City and County of San Francisco

3/14/18
DATE

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and Department of Public Health Crisis Response Team (CRT), intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

The Department of Public Health Crisis Response Team provides support and services for the individuals and families affected by violence. Our diverse staff provides holistic legal, social, and educational services in more than a dozen languages including Cantonese, Chiu-Chow, Hindi, Japanese, Korean, Mandarin, Punjabi, Spanish, Tagalog, Taiwanese, and Vietnamese.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

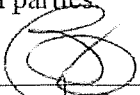
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

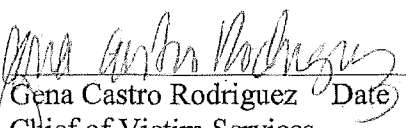
1. CRT will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by CRT.
2. VWAP will accept referrals from the CRT to assist those victims who need assistance in accordance with the services it provides, including the expert prosecution of crimes of violence against elderly victims and disabled victims in accordance with the mission VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

DURATION

This operation agreement is effective from November 5, 2017 to November 30, 2020. This agreement may be terminated by either party or amended with the written consent of both parties.



Barbara A. Garcia, Director Date
Department of Public Health
City and County of San Francisco

 11/15/17

Gena Castro Rodriguez Date
Chief of Victim Services
City and County of San Francisco

Operational Agreement

PURPOSE

This operational agreement acknowledges the cooperative working relationship between the United States Attorney's Office, Victim Witness Assistance Program (FVWAP) and the Office of District Attorney George Gascón – Victim Services Division (VSD)

PARTIES TO THIS AGREEMENT

The FVWAP is responsible for providing victim notification and coordinating a variety of victim/witness assistance services during the prosecution.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

RIGHTS AND RESPONSIBILITIES

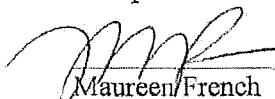
By signing this operational agreement, each party agrees to the following:

1. FVWAP will refer to the VSD, whenever appropriate, clients in need of court advocacy, victim compensation assistance and other services available from VSD.
2. VSD will refer clients to FVWAP for services, whenever appropriate.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

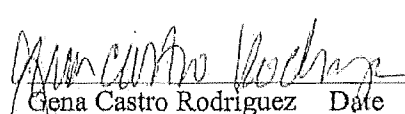
DURATION

This operation agreement is effective from December 1, 2017 to December 31, 2020.

This agreement may be terminated by either party or amended with the written consent of both parties.


Maureen French
Program Director
Federal Victim Witness Assistance Program
United States Attorney's Office

1/18/18
Date


Gena Castro Rodriguez
Chief of Victim Services
City and County of San Francisco

11/15/17
Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and the Glide Foundation Women's Center (Glide) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

The Glide Women's Center is a community of women committed to helping women take small steps towards healthier choices and happier lifestyles. The Women's Center provides outreach, drop-in support groups, intensive healing programs, and therapeutic social and recreational activities.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.


RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

1. Glide will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by Glide.
2. VWAP will accept referrals from Glide to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible coordinated system of comprehensive services for San Francisco victims.

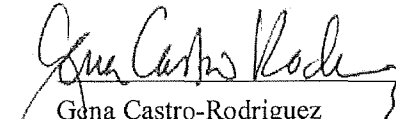
DURATION

This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



Rita Shimmin
Executive Director
The Glide Foundation Women's Center

3/21/18
Date



Gena Castro-Rodriguez
Chief of Victim Services
City and County of San Francisco

3/14/18
Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division, Larkin Street Youth Services, and Huckleberry Youth Programs intend to work together toward the mutual goal of providing maximum available support/assistance for homeless youth, including those who are victims of or highly at risk for trafficking and commercial sexual exploitation in San Francisco. To this end, each party agrees to participate.

Larkin Street Youth Services and Huckleberry Youth Programs agree to:

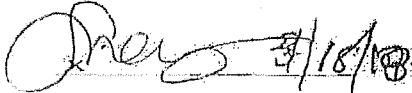
1. Provide outreach, shelter, and supportive services to homeless youth, including survivors of trafficking and commercial sexual exploitation.
2. Serve as a source of information and training on topics related to the issues of homeless youth, trafficking, and commercial sexual exploitation.
3. Maintain a working relationship with the District Attorney's Office through meetings and cross training, as possible and mutually agreed upon.

The San Francisco District Attorney's Office agrees to:

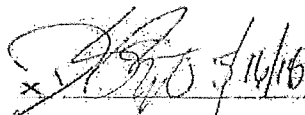
1. Operate in partnership and consultation with Larkin Street Youth Services and Huckleberry Youth Programs to ensure that perpetrators rather than victims of trafficking and commercial sexual exploitation are identified and prosecuted.
2. Maintain a working relationship with Larkin Street Youth Services and Huckleberry Youth Programs through meetings and cross training, as possible and mutually agreed upon.

DURATION

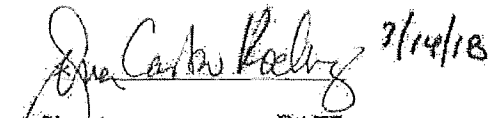
This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of all parties.

 3/18/18

Signature DATE
Sherilyn Adams
Executive Director
Larkin Street Youth Services

 3/16/18

Signature DATE
Doug Styles
Executive Director
Huckleberry Youth Programs

 3/14/18

Signature DATE
Geyla Castro-Rodriguez
Chief of Victim Services
SF District Attorney's Office

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and La Casa de Las Madres intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

La Casa de Las Madres offers domestic violence victims of all ages access to free, multilingual and confidential emergency residential and community-based, domestic violence-specific program services – from 24-hour crisis response, restraining order assistance and basic needs support to counseling, trauma and family-based interventions, resources advocacy and referrals.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

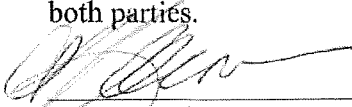
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:


1. La Casa de Las Madres will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by La Casa de Las Madres.
2. VWAP will accept referrals from the La Casa de Las Madres to assist those victims who need assistance in accordance with the services it provides, including the expert prosecution of crimes of violence against elderly victims and disabled victims in accordance with the mission VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

DURATION

This operation agreement is effective from December 1, 2017 to December 31, 2020. This agreement may be terminated by either party or amended with the written consent of both parties.


Kathy Black
Executive Director
La Casa de Las Madres

11/21/17
Date


Gena Castro Rodriguez
Chief of Victim Services
City and County of San Francisco

11/15/17
Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and Mission Neighborhood Center (MNS); Capp Senior intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

Mission Neighborhood Center provides a wide range of social services, education programs and recreational activities that target low income seniors. The program offers services such as Computer Classes, ESL, Office Assistance, Food Distribution and Emergency Fund.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.


RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

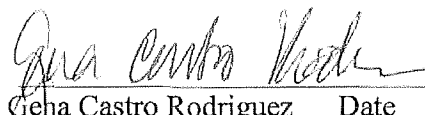
1. MNC-Capp St. Senior Center will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by MNC-Capp St.
2. VWAP will accept referrals from the MNC-Capp St. Senior Center to assist those victims who need assistance in accordance with the services it provides, including the expert prosecution of crimes of violence against elderly victims and disabled victims in accordance with the mission VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

DURATION

This operation agreement is effective from December 1, 2017 to December 31, 2020. This agreement may be terminated by either party or amended with the written consent of both parties.

 12/1/17

Maria Bermudez Date
Director of Senior Services

 11/15/17

Genia Castro Rodriguez Date
Chief of Victim Services
City and County of San Francisco

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and San Francisco Adult Probation Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

The San Francisco Adult Probation Department assists probationers to successfully end supervision by completing mandates of probation. Helping offenders to be accountable to the terms of their probation will improve the lives of offenders and add to public safety.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

1. SF Adult Probation Department will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by SF Adult Probation Department.
2. VWAP will accept referrals from SF Adult Probation Department to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible coordinated system of comprehensive services for San Francisco victims.

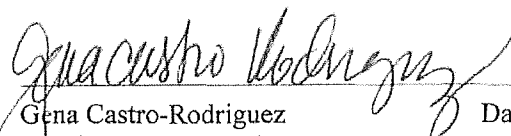
DURATION

This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.

 3/23/2018

Karen Fletcher
Chief Adult Probation Officer
City and County of San Francisco

Date

 3/14/18

Gena Castro-Rodriguez
Chief of Victim Services
City and County of San Francisco

Date



MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO DISTRICT ATTORNEY'S
VICTIM SERVICES DIVISION
AND
SAN FRANCISCO DEPARTMENT OF CHILD SUPPORT SERVICES

I. PURPOSE

The purpose of this Memorandum of Understanding is to formalize the partnership between the San Francisco District Attorney's Victim Services Division ("VSD") and the San Francisco Department of Child Support Services ("DCSS") in order to develop and expand a framework of cooperation that will assist both agencies with their goals of providing services that improve and enhance the lives of victims of crime and witnesses to crime with respect to their child support matters.

The parties recognize that this partnership results in a number of mutual benefits to public safety and child welfare through increased resources for victims of violence and improved access to child support services. The VSD achieves these benefits by assisting victims who are seeking advocacy and support or are in need of crisis intervention.

II. CONFIDENTIALITY

DCSS shall comply with all federal, state and local laws and regulations regarding the sharing and safeguarding of the confidentiality of information necessary for the administration of the collaborations set forth in this Memorandum of Understanding. (See Cal Family Code Sec. 17212 and C.F. R. 653(b), (c) and C.F.R. 303.21 and Evidence Code Sec. 952, and Evidence Code Sec. 953, and Evidence Code Sec. 955, and Sixth Amendment, United States Constitution).

III. GOAL

The goal of this collaboration is to provide a supportive resource to victims of crime that informs them of their right to secure financial support for their children.

IV. SERVICE ELIGIBILITY TARGET POPULATION

Recipients of services provided by the VSD who have children, whether or not there is an existing case on file with DCSS, are eligible for services as described in this Memorandum.

MEMORANDUM OF UNDERSTANDING VSD and SFDCCS

July 1, 2013

V. RESPONSIBILITIES

VSD shall have the following responsibilities:

1. Provide meeting space that is appropriate and conducive to confidential interviewing of referred victims and their needs;
2. Allow the posting and distribution of outreach notices, fliers, and case management materials provided by DCSS to service recipients of VSD;
3. Develop a method of referring victims receiving services through VSD to the DCSS liaison.

DCSS shall have the following responsibilities:

1. Provide enhanced child support services to victims receiving services through VSD by individually handling those cases, providing specialized attention and improved customer service through timely handling of child support tasks/services. Enhanced services include:
 - a. Provide victims with an explanation of their child support matters. This includes explaining:
 - i. Case opening procedures and child support case management workflows, specifically as they pertain to cases identified with the Family Violence Indicator;
 - ii. Rights and responsibilities regarding child support services;
 - iii. Rights and responsibilities for requesting Good Cause;
 - iv. Enforcement strategies for support obligations.
2. Review all victim's child support cases, including out-of-county orders, and take appropriate child support actions such as consolidating cases if needed and setting reasonable current orders and liquidation amounts with all existing child support obligations in mind.
3. Provide referrals, as requested, to the San Francisco Unified Family Court, Family Law Facilitators for assistance with custody and visitation matters.
4. Provide direct phone line accessibility to victims receiving services from VSD. The opportunity to make appointments will be available. These appointments can be conducted at the DCSS office but are not limited to that location.
5. Attend meetings, make presentations and hold workshops for victims receiving services through VSD and/or staff of VSD from time to time as requested by VSD;
6. Provide outreach materials and fliers for staff and victim service recipients of VSD regarding the services of DCSS and its outreach efforts, as requested by VSD;
7. Shall collaborate with the VSD to develop appropriate child support outreach materials that include public services messages, pamphlets, fliers, etc. in multiple languages to reach out to victims.

MEMORANDUM OF UNDERSTANDING VSD and SFDCSS

July 1, 2013

VI. ADMINISTRATION – APPOINTMENT OF LIAISONS

The Directors of VSD and DCSS shall designate liaisons from each department to administer this MOU. Authority of a designee to act hereunder shall not extend to amendment or modification of the terms of the MOU.

VII. COSTS

(a) DCSS shall bear the cost of meeting with all victims and providing the assistance needed for the victim's child support matters.

(b) VSD shall bear any additional cost that may be incurred for identifying victims with child support issues.

VIII. AMENDMENTS

The Directors of VSD and DCSS, by mutual assent, may amend or modify any or all of the terms of this MOU.

IX. DURATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective on July 1, 2013 and shall continue as long as the needs of each agency are feasible, including budgetary considerations, and neither party makes any promise or inference of funding to one another.

X. TERMINATION, REVISION, OR RENEWAL

This Memorandum of Understanding may be terminated, revised, or renewed with the consent of Directors of VSD and DCSS.

XI. INTERPRETATION

No provision of this agreement is to be interpreted for or against either party because that party's legal representative drafted such provision, but this agreement is to be construed as if it were drafted by both parties hereto.

MEMORANDUM OF UNDERSTANDING VSD and SFDCSS

July 1, 2013

XII. ENTIRE AGREEMENT

This Agreement constitutes the full and final understanding and agreement of the parties with respect to the matters provided for herein, and supersedes all previous understandings, representations, commitments or agreements, oral or written, pertaining to the services provided for herein. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind either party hereto.

XIII. PARTIAL INVALIDITY

If any part of this Agreement shall be finally declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement upon written notice to the other.

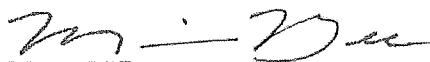
XIV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

XV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

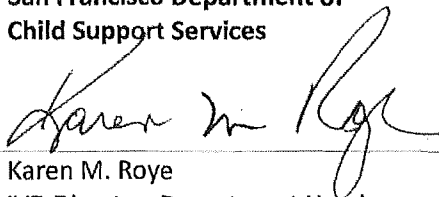
San Francisco District Attorney, Victim
Services Division



Maria Bee
Chief, Victim Services Division

Date: 7/18/13

San Francisco Department of
Child Support Services



Karen M. Roye
IVD Director, Department Head

Date: 7/18/13

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and San Francisco Rape Treatment Center (RTC) intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

The San Francisco Rape Treatment Center provides 24 hour emergency medical care, crisis counseling, legal evidence collection, and follow up medical and psychological services for adult victims of rape and sexual violence. Other services include information and referrals regarding rape issues and community resources and rape education, prevention, and training programs for service agencies, health and mental health providers, law enforcement personnel and community faith groups.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

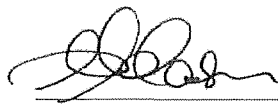
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

1. RTC will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by RTC.
2. VWAP will accept referrals from RTC to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible coordinated system of comprehensive services for San Francisco victims.

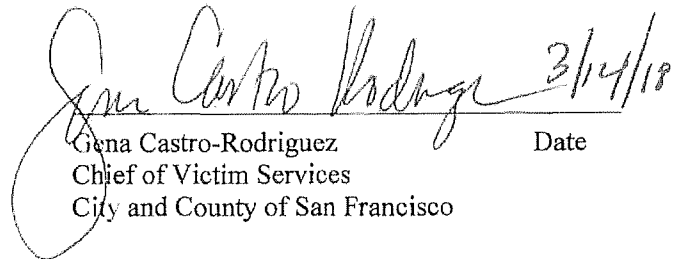
DURATION

This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



Alicia Buccellari
Rape Treatment Center, Executive Director
City and County of San Francisco
CATHERINE CLASSEN

3/30/18
Date



Gena Castro-Rodriguez
Chief of Victim Services
City and County of San Francisco

3/14/18
Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and San Francisco SAFE intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

SAFE provides crime prevention information in conjunction with the Police Department to help individuals protect themselves from crime. The services offered at SAFE include: encouraging neighborhood responsibility and public awareness in all phases of crime prevention, teaching common sense precautions, and providing residential and commercial physical security surveys.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

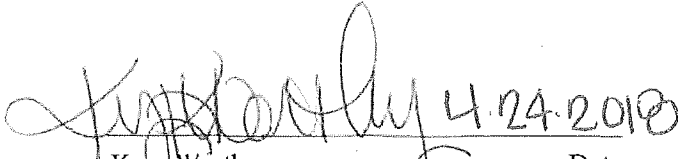
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

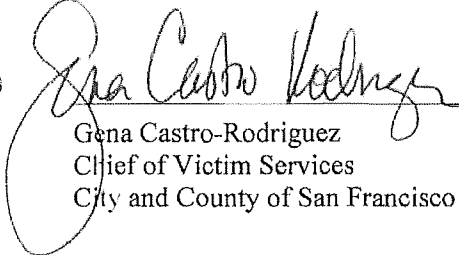
1. SAFE will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by SAFE.
2. VWAP will accept referrals from SAFE to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible coordinated system of comprehensive services for San Francisco victims.

DURATION

This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.


Kyra Worthy
Executive Director of SAFE
City and County of San Francisco

Date


Gena Castro-Rodriguez
Chief of Victim Services
City and County of San Francisco

Date

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and San Francisco Suicide Prevention intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

San Francisco Suicide Prevention is a 24-hour crisis intervention hotline providing emotional support, intervention and referrals as required by the caller.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

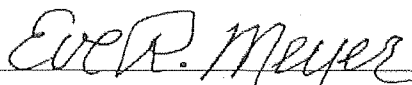
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:

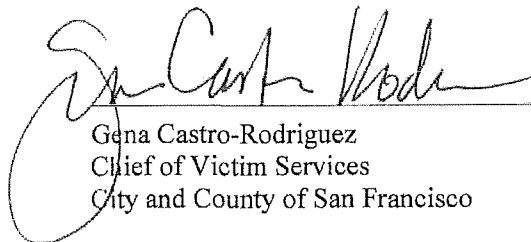
1. San Francisco Suicide Prevention accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by San Francisco Suicide Prevention.
2. VWAP will accept referrals from San Francisco Suicide Prevention to assist those victims who need assistance in accordance with the services and the mission of VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible coordinated system of comprehensive services for San Francisco victims.

DURATION

This operational agreement is effective from March 1, 2018 to March 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



Eve Meyer Date
SF Suicide Prevention, Executive Director
City and County of San Francisco



Gena Castro-Rodriguez Date
Chief of Victim Services
City and County of San Francisco

Operational Agreement

PURPOSE

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and the San Francisco Women Against Rape, intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in San Francisco. Both agencies believe that implementation of VWAP, as described herein, will further this goal. To this end, each party agrees to participate.

PARTIES TO THIS AGREEMENT

San Francisco Women Against Rape provides resources, support, advocacy and education to strengthen the work of all individuals, and communities in San Francisco that are responding to healing from, and struggling to end sexual violence.

The Victim Witness Assistance Program provides or arranges services to victims of all types of crime, including: crisis intervention and emergency assistance, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

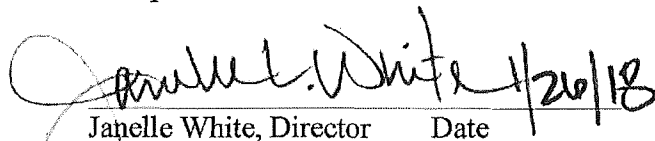
RIGHTS AND RESPONSIBILITIES

By signing this operational agreement, each party agrees to the following:


1. San Francisco Women Against Rape will accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by San Francisco Women Against Rape.
2. VWAP will accept referrals from San Francisco Women Against Rape to assist those victims who need assistance in accordance with the services it provides, including the expert prosecution of crimes of violence against elderly victims and disabled victims in accordance with the mission VWAP.
3. Both parties agree to cross-refer clients who may be appropriate for the other's services, coordinate services, and provide on-going consultation, collaboration and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims.

DURATION

This operation agreement is effective from December 1, 2017 to December 31, 2020. This agreement may be terminated by either party or amended with the written consent of both parties.



Janelle White, Director Date
San Francisco Women Against Rape
City and County of San Francisco



Gena Castro Rodriguez Date
Chief of Victim Services
City and County of San Francisco

Operational Agreement

Purpose

This operational agreement stands as evidence that the San Francisco District Attorney's Office Victim Services Division and the San Francisco Department on the Status of Women intend to work together toward the mutual goal of coordinating services for victims of domestic violence, sexual assault, and human trafficking who are impacted by a mass casualty crime in San Francisco. Both agencies believe that coordination between the agencies, as described herein, will further this goal. To this end, each party agrees to participate.

Parties to this Agreement

The San Francisco Department on the Status of Women develops innovative programs and tools to advance women's human rights. Their flagship grants program, the Violence Against Women Intervention & Prevention Program, funds 27 community-based agencies to address domestic violence, sexual assault, and human trafficking.

The San Francisco District Attorney's Office Victim Services Division provides or arranges services to victims of all types of crime including: crisis intervention and emergency assistance, on-scene response to Family Resource Centers/Family Assistance Centers, information and referral, assistance in filing for crime victim compensation and restitution, and orientation and support through the criminal justice system.

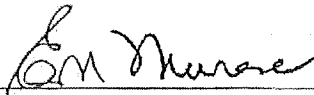
Rights and Responsibilities

By signing this operational agreement, each party agrees to the following:

1. In the case of a mass casualty crime incident where survivors of domestic violence, sexual assault, and/or human trafficking needed additional services, the San Francisco District Attorney's Office would contact the San Francisco Department on the Status of Women.
2. If contacted after a mass casualty crime incident regarding needs of domestic violence, sexual assault, and/or human trafficking survivors, the San Francisco Department on the Status of Women would reach out to their grantees that provide direct client services regarding the stated needs.
3. Both parties agree to coordinate services for on-going consultation, collaboration, and training.
4. Both parties agree to work together towards the larger goal of creating an accessible, coordinated system of comprehensive services for San Francisco victims after a mass casualty crime incident.

Duration

This operational agreement is effective from June 1, 2018 to May 31, 2021. This agreement may be terminated by either party or amended with the written consent of both parties.



Emily M. Murase Date 6/11/2018
Director, Department on the Status of Women
City and County of San Francisco



Genia Castro-Rodriguez Date _____
Chief of Victim Services
City and County of San Francisco

PROJECT SERVICE AREA INFORMATION

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

City and County of San Francisco

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

12

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

17

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

11

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

870,887 (US Census 2016 estimates)

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Lorna Garrido, Grants and Contracts Manager
DATE: January 4, 2019
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: Victim Witness Assistance (VW) Program

Attached please find the original* and 1 copy of each of the following:

- Proposed grant resolution; original* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)
- Other (Explain):

Special Timeline Requirements:

Please schedule at the earliest available date.

Departmental representative to receive a copy of the adopted resolution:

Name: Lorna Garrido

Phone: (415) 553-9258

Interoffice Mail Address: DAT, 850 Bryant Street, Room 322

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2019 FEB 06 PM 1:26

BY jh Time stamp: _____
or meeting date _____

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

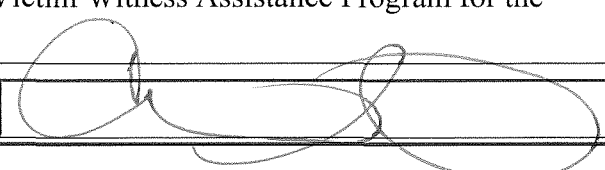
[Stefani]

Subject:

[Accept and Expend Grant - California Governor's Office of Emergency Services, Victim Witness Assistance Program - \$1,549,288]

The text is listed:

[Resolution authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$1,549,288 from the California Governor's Office of Emergency Services for the Victim Witness Assistance Program for the grant period October 1, 2018 through September 30, 2019.]

Signature of Sponsoring Supervisor: []

For Clerk's Use Only