File No	200306	Committee Item No Board Item No.							
	COMMITTEE/BOAR AGENDA PACKE	RD OF SUPERVI	ISORS						
Committee	Committee: Budget & Finance Committee Date April 15, 2020								
Board of S	Supervisors Meeting	Date _	April 21, 2020						
Cmte Bo	Motion Resolution Ordinance Legislative Digest Budget and Legislative Youth Commission Rep Introduction Form Department/Agency Com MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Command Letter Application Public Correspondence	ort ver Letter and/or Rep	port						
OTHER	(Use back side if addition	nal space is needed	1)						

April 10, 2020

**Date** April 16, 2020

Date \_\_

Completed by: Linda Wong
Completed by: Linda Wong

Services - Elder Abuse Program - \$200,000]

Resolution retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$200,000 from the California Governor's Office of Emergency Services for the Elder Abuse Program for the grant period January 1, 2020, through December 31,2020.

[Accept and Expend Grant - Retroactive - California Governor's Office of Emergency

WHEREAS, California Governor's Office of Emergency Services (Cal OES) awarded \$200,000 to the Office of the District Attorney for the Elder Abuse (XE) Program; and

WHEREAS, The purpose of the grant is to enhance the safety of elder and dependent adult victims of crime by providing direct services to victims and bridging the gap between elder justice service providers and victim service providers; and

WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance (ASO) Amendment; and

WHEREAS, The grant includes a required match of 20% of the project budget or \$50,000; the source of matching funds is the District Attorney's Office general fund; and

WHEREAS, The grant includes provision for indirect costs of \$21,314; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Office of the District Attorney to retroactively accept and expend, on behalf of the City and County of San Francisco, a grant from the California Governor's Office of Emergency Services for the Elder Abuse Program in the amount of \$200,000.

1	Recommended:
2	
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5	Eugene Clendinen
6	Chief Administrative & Financial Officer
7	for Chesa Boudin
8	District Attorney
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Approved: London N. Breed

Mayor

Approved: \_

Ben Rosenfield

Controller

File Nu	umber:vided by Clerk of Board of Supervisors)
(110	
	Grant Resolution Information Form (Effective July 2011)
	se: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and I grant funds.
The fol	lowing describes the grant referred to in the accompanying resolution:
1.	Grant Title: Elder Abuse Program
2.	Department: Office of the District Attorney
3.	Contact Person: Lorna Garrido Telephone: (628) 652-4035
4.	Grant Approval Status (check one):
	[X] Approved by funding agency [] Not yet approved
5.	Amount of Grant Funding Approved or Applied for: \$200,000
6.	<ul> <li>a. Matching Funds Required: \$50,000</li> <li>b. Source(s) of matching funds (if applicable): General Fund (Project ID 10023081)</li> </ul>
7. Servic	b. Grant Pass-Through Agency (if applicable): California Governor's Office of Emergency
crime	Proposed Grant Project Summary: <b>To enhance the safety of elder and dependent adult victims of by providing direct services to victims and bridging the gap between elder justice service ers and victim service providers.</b>
9.	Grant Project Schedule, as allowed in approval documents, or as proposed: Start-Date: January 1, 2020 End-Date: December 31, 2020
10.	<ul> <li>b. Will contractual services be put out to bid? n/a</li> <li>c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? n/a</li> </ul>
	d. Is this likely to be a one-time or ongoing request for contracting out? <b>n/a</b>
<b>11</b> .	<ul> <li>a. Does the budget include indirect costs?  [X] Yes [] No</li> <li>b. 1. If yes, how much? \$21,314</li> <li>b. 2. How was the amount calculated? 10% of salaries and benefits</li> <li>c. 1. If no, why are indirect costs not included?</li> <li>[] Not allowed by granting agency [] To maximize use of grant funds on direct services</li> <li>[] Other (please explain):</li> <li>c. 2. If no indirect costs are included, what would have been the indirect costs?</li> </ul>

12. Any other significant grant requirements or comments: none

**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	or activities at (check all that apply	<b>)</b> :				
[X] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	[ ] Existing Structure(s) [ ] Rehabilitated Structure(s) [ ] New Structure(s)	<ul><li>[X] Existing Program(s) or Service(s)</li><li>[] New Program(s) or Service(s)</li></ul>				
concluded that the project a other Federal, State and loc	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 I	how to provide reasonable modific	cations in policies, practices and procedures;				
2. Having auxiliary aids a	nd services available in a timely n	nanner in order to ensure communication access;				
	approved by the DPW Access Co	en to the public are architecturally accessible and mpliance Officer or the Mayor's Office on				
If such access would be tec	hnically infeasible, this is describe	ed in the comments section below:				
Comments:						
Departmental ADA Coordinate	ator or Mayor's Office of Disability	Reviewer:				
Jessica Geiger						
(Name)						
Facilities Manager /		(Title)				
Date Reviewed: 2/18/	20	( Jusser ) the				
		(Signature Required)				
/						
Department Head or Designee Approval of Grant Information Form:						
Eugene Clendinen (Name)						
Chief Administrative & Fina	ancial Officer					
(Title)	1					
Date Reviewed:2	13/2020					
		(Signature Required)				

Subrecipient: City and County of San Francisco				Subaward #: XE19 02 0380			
A. Personal Services – Salaries/Employee Benefits	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST
SALARIES:	arwa 6, 4 cm a 2, 200 cm mm/						
8129 VW Investigator/Victim Advocate - Peter \$3,237 bi-weekly x 13 pay periods x 1.00 FTE =	Huynh (1.0	O FTE)				·	
\$42,081.00	\$42,081						\$42,081
\$3,334.11 bi-weekly x 12.8 pay periods x 1.00 FTE = \$42,676.61	\$42,677						\$42,677
\$3,350.78 bi-weekly x 0.4 pay periods x 1.00 FTE = \$1,340.31	\$1,340						\$1,340
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay periods x 1.00 FTE = \$1,572.00	\$1,572						\$1,572
 B129 VW Investigator/Victim Advocate - Franc	esca 7arat	e (0.75 FTE)					
\$2,936 bi-weekly x 12.20 pay periods x 0.35 FTE = \$12,536.72	\$12,537	e (0.70 FTL)					\$12,537
\$2,936 bi-weekly x 12,20 pay periods x 0.40 FTE = \$14,327.68	ψ1 <i>2,</i> 007	\$14,328		. •			\$14,328
\$3,083 bi-weekly x 0.80 pay periods x 0.35 FTE = \$863.24	\$863	* ' '',				,	\$863
\$3,083 bi-weekly x 0.80 pay periods x 0.40 FTE = \$986.56		\$987			*		\$987
\$3,175.49 bi-weekly x 12.80 pay periods x 0.35 FTE = \$14,226.20	\$14,226	,					\$14,226
\$3,175.49 bi-weekly x 12,80 pay periods x 0.40 FTE = \$16,258.51		\$16,259					\$16,259
\$3,191.37 bi-weekly x 0.4 pay periods x 0.35 FTE = \$446.79	\$447		. **		*		\$447
\$3,191.37 bi-weekly x 0.4 pay periods x 0.40 FTE = \$510.62		\$511					\$511
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay periods x 0.35 FTE = \$550.20	\$550					-	\$550
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay periods x 0.40 FTE = \$628.80		\$629					\$629
EMPLOYEE BENEFITS:				\$			
8129 Victim/Witness Investigator 1 - Advocate 50.39% x \$149,007 = \$75,084.63	\$58,597	\$16,488				¥.	\$75,085
Benefits include 7.08% Social Security/Medicare, 20.81% Medical/Dental, 21.92% Retirement, 0.33% Long Term							
Disability, 0.25% Unemployment					4		
Personal Section Totals	\$174,890	\$49,202					\$224,09
PERSONAL SECTION TOTAL							\$224,0

Subrecipient: City and County of San Francisco					Subaward #: XE19 02 0380			
B. Operaling Expenses	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST	
Indirect - 10% de Minimis Indirect @ 10% x \$224,092 total salaries/benefits = \$24,409.20 only charging grant \$21,314	\$20,516	\$798					\$21,314	
Use for indirect - general administration, Finance, Payroll, Human Resources, Information Technology, and Executive Management								
Facility Cost - \$21/ft <sup>2</sup> annually					:			
125 square feet per FTE x \$21 per square foot $x$ 1.75 FTE = \$4,593.75	\$4,594		-				\$4,594	
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Operating Section Totals	\$25,110	\$798	edicka Nue Males	1-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3	Paranda Silindra da		\$25,90	

Subrecipient: City and County of San Francisco			•	Subaward #: XE19 02 0380			
C. Equipment	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST
					,		
none requested			•				
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Equipment Section Totals							
EQUIPMENT SECTION TOTAL							
	de estado.		· 音写 加	1777		1 2 2 2	1
Category Totals							
Same as Section 12G on the Grant Subaward Face Sheet	\$200,000	\$50,000					
Total Project Cost	ar Britis (Jakob)		t erena a a eren				\$250,00





February 12, 2020

Gena Castro Rodriguez, Chief of Victim Services Division San Francisco, City & County 350 Rhode Island Street, North Building, Suite 400N San Francisco, CA 94103-5188

Subject:

NOTIFICATION OF APPLICATION APPROVAL

Elder Abuse Program

Subaward #: XE19 02 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 \$200,000, 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

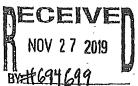
Enclosure

c: Subrecipient's file

	. (Cal OES Use Only)							me		
	Cal C	ES #	075.	71.00000	FIPS.#	078·00000	Vs#		Šubaward #	XE19 02 0380
The	· O allia	arala Cas	·	CALIFORI	GRAN	NOR'S OFFIC	FACE SHEE	T	•	Val
					,	l neterna makes a	Giam subawaia t		•	
		•		d County of San			<del>.</del>		143602105	
2,	Impler	nenting A	Agency;	City and Count	y of San Francisc	co-District Attorne	ey's Office	2a, DUNS#:	143602105	
3. Implementing Agency Address: 350 Rhode Island Street, North Building, Suite 400N San Francisco 94103-5188 [Street] (City) (Zip+4)										
4.	Localie	on of Proj	ect:	San Francisco				San Francisco		94103-5188
		·			(City)			(County) .		(Zip+4)
MG.	Olsaste	er/Progra	m Tille;	Elder Abuse TXE	Program		6. Performance Period:	01/01/20 (Start Date)	. <b>l</b> o .	12/31/20 (End Date)
7. 1	Indired	: :t Cost Ro	ate:	10% de minimis	•	F	ederally Approved	ICR (if applicable):		%
	mber lem	Grant Year	Fund Source	A. State	B. Federal	C, Jotal	D. Cash Match	E. In-Kind Malch	F. Total Match	G. Total Cost
	8.	2018	VOCA		\$200,000		\$50,000		\$50,000	\$250,000
	9./		Select						12/14/2015 (C. 17)	
	10,		Select							
	11,	Select	Select							
	12,	Select	Select							
7	otal	Project	Cost	事を対すると	\$200,000	\$200,000	\$50,000		\$50,000	\$250,000
13. <u>Certification</u> - 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 Subreciplent certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subreciplent 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. <u>CA Public Records Act</u> - 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 will not be disclosed.										
15.	Offici	al Author	ized to SI	gn for Subreciplent	•					
No	me:	Suzy Lof	tus			Title:	Interim District Att	orney		
Pa	yment	Malling .	Address;	350 Rhode Island Street,	North Building, Suite 400N	City:	San Francisco		Zip Code+4:	94103-5188
Sig	nature	<b>:</b> :		MAN			Date:	11-2	21.19	
16.	Feder	al Employ	er ID Nu	mber: U	946000417		•			
				,		(FOR Cal OES U			-	
$\subseteq$	N	Iscal Office		al knowledge that bu	dgeled funds are ave	Made for the period	(Cal OFS Director or	Dut	DOYE.	27-2020 (Date)

ENY: 2019-20 Chapter; 23 Item: 0.870-102-0.890 Pgm: 10/01 FAIN #: 2018-V2-GX-0029 10/01 Fund: Federal Trust AL#: 1 Program: Elder Abuse Program Maich Req.: 20%, C/IK based on IPC Project ID: OES18VOCA000012 SC: 2019-18408 Amount \$ 200 SL: 18408 Pgm: 0385 10/01/17-09/30/21 AL#: 16.575 Amount: \$ 200,000

SC: 2019-18408



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

### V

## 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)

#### 2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	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
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

#### 3. Project Description Section:

- Project Acronym (Please choose from drop down): Elder Abuse Program (XE)
- Project Description (Please type the Project Description):
   Provides services to expand the multidisciplinary community response to elder and dependent adult abuse.

#### 4. Research & Development Section:

0	Is this Subaward a Research & Development grant?	Yes □
	No M	

## PROJECT CONTACT INFORMATION

Suk	Subrecipient: City and County of San Francisco	Subaward #: XE19 02 0380
	Provide the name, title, address, telephone nur contacts named below.	mber, and e-mail address for the project
1.	1. The <b>Project Director</b> for the project:	
	Name: Gena Castro Rodriguez	Title: Chief of Victim Services Division
	Telephone #: 628-652-4102 Email Ac	dress: gena.castrorodriguez@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North	n Building, Sulte 400N, San Francisco CA 94103-5188
2.	2. The <b>Financial Officer</b> for the project:	
	Name: Eugene Clendinen	Title: Chief Administrative & Financial Officer
	Telephone #: 628-652-4030 Email Ac	•
	Address/City/Zip + 4: 350 Rhode Island Street, North	
	/ (ddioss/ City/Elp - 4.	
3.	<ol><li>The <u>person</u> having <u>Routine Programmatic</u> re</li></ol>	sponsibility for the project:
	Name: Jacqueline Ortiz	Title: Deputy Chief of Victim Services Division
		dress: jacqueline.ortiz@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North	Building, Suite 400N, San Francisco CA 94103-5188
4.	4. The <u>person</u> having <u>Routine Fiscal</u> responsibil	ity for the project:
	Name: Sheila Arcelona	Title: Assistant Chief, Finance and Administration
	Telephone #: 628-652-4031	
	Address/City/Zip + 4: 350 Rhode Island Street, Nort	
_		
5.		
	Officer (i.e., chief of police, superintendent	or schools) of the implementing
	agency: Name: Suzy Loftus	Title: Interim District Attorney
		ddress: district.attorney@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, Nort	
6.		
	for the City/County or Community-Based O	rganization, as stated in Section 15 of
	the Grant Subaward Face Sheet:	A. I. I. D. I. I. Alfan
	Name: Suzy Loftus	_Title: Interim District Attorney
		ddress: district.attorney@sfgov.org
•	Address/City/Zip + 4: 350 Rhode Island Street, North	Building, Suite 400N, San Francisco CA 94103-5188
7.	7. The <b>Chair</b> of the <b>Governing Body</b> of the Sub	recipient:
	Name: Norman Yee	Title: President, Board of Supervisors
		ddress: norman.yee@sfgov.org
	Address/City/7ip + 4° City Hall, 1 Dr. Cariton B. Goo	

## SIGNATURE AUTHORIZATION

Subav	vard #: XE19 02 0380					
Subrecipient: City and County of San Fran	·					
mplementing Agency: City and County of San Francisco - District Attorney's Office						
*The <b>Project Director</b> and <b>Financial C</b>	Officer are REQUIRED to sign this form.					
Project Director: Gena Castro Rodriguez	*Financial Officer: Eugene Clendinen					
Signature: MM CUSTO Vallagues	Signature:					
Date: () 11/19/19	Date: 11 / 20/19					
The following persons are authorized to sign	The following persons are authorized to sign					
for the Project Director	for the <b>Financial Officer</b>					
Walin Montal !	A CO					
Signature	Signature					
Delia Montiel	Sheila Arcelona					
Printed Name	Printed Name					
Signature	Signature					
Printed Name	Printed Name					
Signature	Signature					
Printed Name	Printed Name					
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Printed Name	Printed Name					
Signature	Signature					
Printed Name	Printed Name					

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

, Su	ızy Loftus, Ir	erim District Attorney hereby certify that
(0	fficial auth	orized to sign Subaward; same person as Section 15 on Subaward Face Sheet)
Sub	recipient:	City and County of San Francisco
lmp	lementing	Agency: City and Country of San Francisco - District Attorney's Office
Proj	ect Title:	lder Abuse Program
requ		or reviewing the <i>Subrecipient Handbook</i> and adhering to all of the <i>Subaward</i> state and/or federal) as directed by Cal OES including, but not limited to, the s:
l.	Federal (	rant Funds
	to secure	ents expending \$750,000 or more in federal grant funds annually are required an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and ed to utilize federal grant funds to budget for the audit costs. See Section 8000 precipient Handbook for more detail.
NP.	The ann	above named Subrecipient receives \$750,000 or more in federal grant funds ally.
		above named Subrecipient does not receive \$750,000 or more in federal grant s annually.
II.	Equal Em	ployment Opportunity – (Subrecipient Handbook Section 2151)
	opportur of race, practice condition status, se condition veteran leave un domestic state or f	ublic policy of the State of California to promote equal employment ity (EEO) by prohibiting discrimination or harassment in employment because color, religion, religious creed (including religious dress and grooming), national origin, ancestry, citizenship, physical or mental disability, medical (including cancer and genetic characteristics), genetic information, marital (including pregnancy, childbirth, breastfeeding, or related medical s), gender, gender identity, gender expression, age, sexual orientation, and/or military status, protected medical leaves (requesting or approved for der the Family and Medical Leave Act or the California Family Rights Act), violence victim status, political affiliation, and any other status protected by ederal law. Cal OES-funded projects certify that they will comply with all state ral requirements regarding equal employment opportunity, nondiscrimination rights.
	Please p	ovide the following information:
	•	ployment Opportunity Officer: Shavaun Tolliver Senior Personnel Analyst
	Address:	350 Rhode Island Street, North Building, Suite 400N, San Francisco, CA 94103-5188
	Phone:	628-652-4040
	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 – (Subrecipient Handbook Section 1350)

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 <u>prohibited conduct</u> related to trafficking in persons are posted on the OJP website at: <a href="http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm">http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm</a> (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. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and
- c. the Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.
- 5. 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").

6. 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 DQJ awards.

7. 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
- o DOJ OIG hotline fax: (202) 616-9881.

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

8. 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. <u>Pertinent restrictions</u>, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <a href="http://oip.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm">http://oip.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm</a>, and are incorporated by reference here.

 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
  - 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
  - o 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.

10. 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.

11. 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.

12. 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 <u>OJP Training Guiding Principles</u> for Grantees and Subgrantees, available at <a href="http://oip.gov/funding/oiptrainingguidingprinciples.htm">http://oip.gov/funding/oiptrainingguidingprinciples.htm</a>.

13. 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.

14. 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 <u>noncompetitive</u> approach in a <u>procurement</u> 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.

15. 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.

16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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 Grant 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: Suzy Loftus  Authorized Official's Typed Name: Suzy Loftus
Authorized Official's Title: Interim District Attorney
Date Executed: 10.101 Federal DUNS # 143602105
Current System for Award Management (SAM) Expiration Date: 09/09/2020  Executed in the City/County of: San Francisco
AUTHORIZED BY: (not applicable to State agencies)  City Financial Officer  City Manager  County Manager
Governing Board Chair Signature: Typed Name: Ben Rosentield
Title: Controller, City & County of San Francisco

Subreciplent: City and County of San Francisc	0		•	Subaward #: XE19 02 0380				
A. Personal Services – Salaries/Employee Benefils	18VOCA	18VOCA MATCH	-Fund3	Fend4-	Fund5	-Funds	COST	
SALARIES:		antimental de paragrapa de la companya				7 01,00	CO31	
3129 VW Investigator/Victim Advocate - Peter	Huynh (1.0	O FTE)					}	
\$3,237 bi-weekly x 13 pay periods x 1.00 FTE = \$42,081,00	\$42,081						\$42,081	
\$3,334.11 bi-weekly x 12.8 pay periods x 1.00 FTE = \$42,676.61	\$42,677						\$42,677	
\$3,350.78 bl-weekly x 0.4 pay periods x 1.00 FTE = \$1,340.31	\$1,340						·	
Bi-lingual Pay; \$60 bi-weekly x 26.2 pay periods x 1.00 FTE = \$1,572.00	\$1,572						\$1,340	
	1						\$1,572	
3129 VW Investigator/Victim Advocate - Franc \$2,936 bi-weekly x 12,20 pay periods x 0.35 FTE		e (0.75 FTE)	• ,					
= \$12,536.72 \$2,936 bi-weekly x 12,20 pay periods x 0.40 FTE	\$12,537						\$12,537	
= \$14,327.68 \$3,083 bi-weekly x 0.80 pay periods x 0.35 FTE		\$14,328					\$14,328	
= \$863,24	<b>1</b> \$863			,			\$863	
\$3,083 bi-weekly x 0.80 pay periods x 0.40 FTE = \$986.56		\$987					\$987	
\$3,175.49 bi-weekly x 12.80 pay periods x 0.35 TE = \$14,226.20	\$14,226				; 		\$14,226	
\$3,175.49 bi-weekly x 12.80 pay periods x 0.40 TE = \$16,258.51		\$16,259	, .				,	
\$3,191.37 bi-weekly x 0.4 pay periods x 0.35 FTE = \$446.79	\$447	410/201					\$16,259	
\$3,191.37 bi-weekly x 0.4 pay periods x 0.40 FTE = \$510.62	φ44/						\$447	
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay	·	\$511					\$511	
periods x 0.35 FTE = \$550.20 Bi-lingual Pay: \$60 bi-weekly x 26.2 pay	\$550	,	• • •				\$550	
periods x 0.40 FTE = \$628,80		\$629					\$629	
EMPLOYEE BENEFITS:				1				
3129    Victim/Witness Investigator 1 - Advocate 50.39%    x \$149,007 = \$75,084.63	\$58,597	\$16,488					\$75,085	
Benefils include 7.08% Social Security/Medicare, 20.81% Medical/Dental,		, . 3, . 39		·	-		Ψ, υ,οου	
21,92% Retirement, 0.33% Long Term Disability, 0.25% Unemployment								
Personal Section Totals	√\$174.890i	√\$49,202					1000100	
PERSONAL SECTION TOTAL	\$17.7,070	νψ-γ,, <u>τ</u> υζ				<u>L</u>	V\$224,092	

Subrecipient: City and County of San Francisc	0			Subaward #: XE19 02 0380			
B. Operating Expenses	18VOCA	18VOCA MATCH	_Fund3	Fund4	Fund5	Fund6	COST
Indirect - 10% de Minimis Indirect @ 10% x \$224,092 total salaries/benefits = \$ <del>24,409.2</del> 0 ユス, 40 <i>9</i> only charging grant \$21,314 Use for indirect - general administration,	\$20,516	\$798					\$21,31
Finance, Payroll, Human Resources, Information Technology, and Executive Management							
Facility Cost - \$21/ft <sup>2</sup> annually							
125 square feet per FTE x \$21 per square foot x 1.75 FTE = \$4,593.75	\$4,594	,	.*				<b>\$4,</b> 59
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Operating Section Totals	√ \$25,110	√\$798					<b>√</b> \$25,9(
OPERATING SECTION TOTAL				***************************************	<u> </u>		\$25,90

Subreciplent: City and County of San Francisco					Subaward #: XE19 02 0380				
C. Equipment	18VOCA	18VOCA MATCH	-Fund3	Fund4	F <del>un</del> d5	-Fundé	COST		
none requested									
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· ,			<u> </u>						
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						}			
•							1		
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•									
<b>n</b>							,		
				1					
Equipment Section Totals						1			
EQUIPMENT SECTION TOTAL		77							
Category Totals						1 2 2 2 5 2 2 3			
Same as Section 12G on the Grant Subaward Face Sheet	\$200,000	\$50,000							
Total Project Cost	<del>-1</del>		1	<del></del>	<del> </del>	1	<sup>√</sup> \$250,00		
Iolai i Ioleci Cosi		·					3730'0C		

### **VSPS Budget Summary Report**

XE19 Elde	r Abuse Program		Subaward #: XE19 02 0380						
San Francisc	co, City & County			Performance Period: 01/01/20 - 12/31/20					
Elder Abuse i	Program	•	Latest Request: , Not Final 201						
A. Persona	l Services - Salarie	s/Employee Benefits	,				, <del>T</del>		
F/S/L	Funding Source	•	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance		
F	18VOCA		174,890	0	174,890	0	174,890		
L .	18VOCA		49,202	0 ,	49,202	. 0	49,202		
Total A. Per	rsonal Services - S	alaries/Employee Benefits:	224,092	o	224,092	0	224,092		
			•						
B. Operating	<u>q Expenses</u>								
F/S/L	Funding Source		Budget Amount	Paid/Expended	Balance	Pending	Pending Balance		
F	18VOCA		25,110	0	25,110	0	25,110		
· L	18VOCA		798	.0	798	0	798		
Total B. Ope	erating Expenses:		25,908	0	25,908		25,908		
C. Equipme	<u>nt</u>								
<u>F/S/L</u>	Funding Source		Budget Amount	Paid/Expended	Balance	Pending	Pending Balance		
F	18VOCA		0	0	. 0	0	0		
L	18VOCA		0	0	0	0	0		
Total C. Equ	ipment:		0	0	<b>0</b> ·	0	0		
		, , , , , , , , , , , , , , , , , , ,							
			Budget Amount	Paid/Expended	Balance	Pending	Pending Balance		
Total Local Match:			50,000	0	50,000	0	50,000		
Total Funde	ed:		200,000	0	200,000	0	200,000		
Total Project	ot Cost:		250,000	0	250,000	0	250,000		

## **Application Cover Sheet**

### **RFA PROCESS**

## **ELDER ABUSE (XE) PROGRAM**

Submitted by:
Suzy Loftus
Interim District Attorney
City and County of San Francisco
350 Rhode Island Street, North Building, Suite 400N
San Francisco, CA 94103-5188
628-652-4012

					(Cal OES Use	Only)				
Calc	DES#	I		FIPS #		VS#		Subawaid #	XE19 02 0380	
	1.			GRAN'	T SUBAWARI	D FACE SHEE	•			
			•	•	hereby makes a	Grant Subaward	of funds to the follo	<u> </u>		
1. Subre	cipieni:	City and	d County of San	Francisco			1a, DUNS#:	143602105		
2. Imple	menling A	Agency:	City and Count	y of San Francisc	co-District Attorn	ey's Office	2a. DUNS#:	143602105		
3. Imple	menting /	Agency A	ddress:	350 Rhode Island	i Sireel, North Bui	ilding, Suite 400N	San Francisco ICilyi		94103-5188 (/lp+4)	
4. Locali	on of Proj	ect:	San Francisco	(Cily)			San Francisco (County)		94103-5188 (Zlp+4)	
5. Disast	er/Progra	m Tille:	Elder Abuse (XE	) Program		6. Performance Perfod:		to	12/31/20 (End Date)	
7. Indire	ct Cost Ro	ite:	10% de minimis		F	ederally Approved	ICR (if applicable):	); );		
llem Number	Grant Year	Fund Source	A, State	B. Federal	C. Total	D. Cash Malch	E. In-Kind Match	F. Total Match	G. Total Cost	
8.	2018	VOCA		\$200,000		\$50,000		\$50,000	\$250,000	
9,	Select	Select								
10.	Select	Select							4	
11.		Select								
12.		Select								
Total	Project	Cost		\$200,000		•	L	\$50,000	\$250,000	
Assurance Financial pursuant agrees to program	es/Certificor, Control of this ago administration guideline	cations, 1.1 City Mana preement ter the gro	nereby certify I am iger, County Admi will be spent exclu ant project in acco at OES policy and p	vested with the a nistrator, Governing usively on the purpordance with the G	uthority to enter in g Board Chair, or c oses specified in II Grant Subaward o	nto this Grant Suba other Approving Bo the Grant Subawar s well as all applic	ward, and have It ody, The Subrecipien d. The Subrecipien able state and fec	nade a part hereof, ne approval of the ( ent certifies that all it f accepts this Grant feral lows, audit rea f funds may be con	City/County funds received t Subaward and juirements, federal	
personal exempt f	ly identilion the F	oble inforr Public Rec	nation or private in ords Act, please o	nformation on this attach a statemen	application. If you t that indicates wi	believe that any and portions of the	of the information	ction 6250 et seq. Do you are putting on t ne basis for the exer be disclosed.	his application is	
15. Offici	al Authori	zed to Sig	in for Subrecipient					4		
Name:	Suzy Loft	UŚ			Title:	Interim District Att	orney			
Payment	Moiling A	Address;	350 knode idend Street.	Nodh Buzding, Suite 400N	City:	San Francisco	-	Zip Code+4:	94103-5188	
Signature	);		NAU	2		Date:	11.2	1.19		

(FOR Cal OES USE ONLY)

(Cal OES Director or Designee)

(Date)

16.Federal Employer ID Number:

(Cal OES Fiscal Officer)

946000417

(Date)

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

### PROJECT CONTACT INFORMATION

Sul	brecipient: City and County of San Francisco Subaward #: XE19 02 0380
	ovide the name, title, address, telephone number, and e-mail address for the project intacts named below.
1.	The <b>Project Director</b> for the project:
	Name: Gena Castro Rodriguez  Title: Chief of Victim Services Division
	Telephone #: 628-652-4102 Email Address: gena.castrorodriguez@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
2	$\cdot$
2.	The <u>Financial Officer</u> for the project:
	Name: Eugene Clendinen Title: Chief Administrative & Financial Officer
	Telephone #: 628-652-4030 Email Address: eugene.clendinen@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
3.	The <b>person</b> having <b>Routine Programmatic</b> responsibility for the project:
	Name: Jacqueline Ortiz  Title: Deputy Chief of Victim Services Division
	Telephone #: 628-652-4103 Email Address: jacqueline.ortiz@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
4.	The <u>person</u> having <u>Routine Fiscal</u> responsibility for the project:
	Name: Sheila Arcelona Title: Assistant Chief, Finance and Administration
	Telephone #: 628-652-4031 Email Address: sheila.arcelona@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
5.	The <b>Executive Director</b> of a Community Based Organization or the <b>Chief Executive</b>
٠.	Officer (i.e., chief of police, superintendent of schools) of the implementing
	agency:
	Name: Suzy Loftus Title: Interim District Attorney
	Telephone #: 628-652-4012 Email Address: district.attorney@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
,	The Official Designated by the Coversion Designates and winds the Count Cultury and
6.	
	for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:
	Name: Suzy Loftus Title: Interim District Attorney
	Telephone #: 628-652-4012 Email Address: district.attorney@sfgov.org
	Address/City/Zip + 4: 350 Rhode Island Street, North Building, Suite 400N, San Francisco CA 94103-5188
7.	The <u>Chair</u> of the <u>Governing Body</u> of the Subrecipient:
	Name: Norman Yee Title: President, Board of Supervisors
	Telephone #: 415-554-6516 Email Address: norman.yee@sfgov.org
	Address/City/7ip + 4: City Hall, 1 Dr. Carlton B. Goodlett Place, 2nd Floor, San Francisco, CA 94102-4689

## SIGNATURE AUTHORIZATION

Suba	ward #: XE19 02 0380
Subrecipient: City and County of San Fra	ncisco
Implementing Agency: City and County of Sa	n Francisco - District Attorney's Office
*The <b>Project Director</b> and <b>Financial</b> (	Officer are REQUIRED to sign this form.
*Project Director: Gena Castro Rodriguez	*Financial Officer: Eugene Clendinen
Signature: MM CUSho Kalnanay	Signature:
Date: () 11 19 19	Date: 1/20/19
The following persons are authorized to sign for the <b>Project Director</b>	The following persons are authorized to sign for the <b>Financial Officer</b>
Signature	Signature
Delia Montiel	Sheila Arcelona
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name

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

		ftus, Interim Distric		arran as Santina 15 an Su	hereby certify tha			
		4.5		erson as Section 15 on Su	bawara race sneer)			
			ounty of San Francisco	District All Control	·			
				ancisco - District Attorney's Offi	ce			
Proje	ect T	itle: Elder Abuse	Program					
requ	Jirem		-	andbook and adhering to d by Cal OES including, bu				
I.	Fed	eral Grant Fund	<b>S</b>					
	Subrecipients expending \$750,000 or more in federal grant funds annually are require 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 80 of the Subrecipient Handbook for more detail.							
		The above na annually.	med Subrecipient rece	ives \$750,000 or more in fe	ederal grant funds			
		The above na funds annually		s not receive \$750,000 or r	nore in federal grant			
11.	Equal Employment Opportunity – (Subrecipient Handbook Section 2151)							
	opp of ro prace con stat con vete leav don stat and	portunity (EEO) I ace, color, relig ctices), national adition (includinus, sex (includir aditions), gende eran and/or mil we under the Fo nestic violence e or federal lav	by prohibiting discriming ion, religious creed (income of the light of	rnia to promote equal enation or harassment in emoluding religious dress and inship, physical or mental characteristics), genetic in the haracteristics, or related derexpression, age, sexumedical leaves (requesting the Act or the California Factification, and any other sects certify that they will call employment opportunity	ployment because grooming disability, medical nformation, maritaled medical al orientation, g or approved for mily Rights Act), tatus protected by comply with all state			
	Pled	ase provide the	following information:					
	Title Add	: Senior Per		havaun Tolliver g, Suite 400N, San Francisco, (	CA 94103-5188			
	Γ		lliver@sfaov.org	<del></del>				

#### 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 – (Subrecipient Handbook Section 1350)

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 <u>prohibited conduct</u> related to trafficking in persons are posted on the OJP website at: <a href="http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm">http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm</a> (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. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and
- c. the Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.
- 5. 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").

6. 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.

7. 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;
- o E-mail: oig.hotline@usdoj.gov;
- 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 <u>DOJ OIG website</u> at <u>http://www.usdoj.gov/oig.</u>

8. 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. <u>Pertinent restrictions</u>, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <a href="http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm">http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm</a>, and are incorporated by reference here.

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:
  - 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
  - o 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.

10. 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.

11. 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.

12. 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 <u>OJP Training Guiding Principles</u> for Grantees and Subgrantees, available at <a href="http://ojp.gov/funding/ojptrainingguidingprinciples.htm">http://ojp.gov/funding/ojptrainingguidingprinciples.htm</a>.

13. 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.

14. 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 <u>noncompetitive</u> approach in a <u>procurement</u> 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.

15. 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.

16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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 Grant 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, 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.	1
Authorized Official's Typed Name: Suzy Loftus  Authorized Official's Typed Name: Suzy Loftus  Authorized Official's Title: Interim District Attorney  Date Executed: 1.1.19  Federal Employer ID #: 94-6000417 Federal DUNS # 143602105  Current System for Award Management (SAM) Expiration Date: 09/09/2020  Executed in the City/County of: San Francisco	
AUTHORIZED BY: (not applicable to State agencies)  City Financial Officer County Financial Officer	
City Manager  County Manager  Governing Board Chair  Signature:  Typed Name: Ben Rosen(ield)	
Title: Controller, City & County of San Francisco	

#### BUDGET CATEGORY AND LINE ITEM DETAIL

Subreciplent: City and County of San Francisco			Subaward #: XE19 02 0380				
A. Personal Services – Salaries/Employee Benefits	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST
SALARIES:				Managar paragar and an			
B129 VW Investigator/Victim Advocate - Peter	Huynh (1.0	O FTE)					
\$3,237 bi-weekly x 13 pay periods x 1,00 FTE = \$42,081.00	<b># 10 001</b>			:			¢ 40 001
\$3,334.11 bi-weekly x 12.8 pay periods x 1.00	\$42,081			ali se tre el con-			\$42,081
FTE = \$42,676.61	\$42,677	.* "					\$42,677
\$3,350.78 bi-weekly x 0.4 pay periods x 1.00	7 /2/3						
FTE = \$1,340.31	\$1,340			ŀ		1	\$1,340
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay							
periods x 1.00 FTE = \$1,572.00	\$1,572	3 - i				<b>建设</b>	\$1,572
8129 VW Investigator/Victim Advocate - Franc	ı cesca Zarat	e (0.75 FTE)	# j 1 0.50	Januari			
\$2,936 bl-weekly x 12.20 pay periods x 0.35 FTE					<b>.</b> .		
= \$12,536.72	\$12,537						\$12,537
\$2,936 bi-weekly x 12.20 pay periods x 0.40 FTE		24.7.25.4			:		****
= \$14,327.68	ļ.	\$14,328					\$14,328
\$3,083 bi-weekly x 0.80 pay periods x 0.35 FTE = \$863,24	\$863					,	\$860
\$3,083 bi-weekly x 0.80 pay periods x 0.40 FTE	4000						, poor
= \$986.56		\$987					\$987
\$3,175.49 bi-weekly x 12.80 pay periods x 0.35							
FTE = \$14,226.20	\$14,226	5.4					\$14,226
\$3,175.49 bi-weekly x 12.80 pay periods x 0.40 FTE = \$16,258.51		\$16,259					\$16,259
\$3,191,37 bi-weekly x 0.4 pay periods x 0.35		\$10,237					\$10,20
FTE = \$446.79	\$447						\$44
\$3,191.37 bi-weekly x 0.4 pay periods x 0.40					1		
FTE = \$510.62		\$511					\$51
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay	.,.						
periods x 0.35 FTE = \$550.20	\$550				:}	1	\$55
Bi-lingual Pay: \$60 bi-weekly x 26.2 pay periods x 0.40 FTE = \$628.80		\$629					\$62
Defices x 0.40 TTE = \$628.00		φ027	1				\$02
EMPLOYEE BENEFITS:		<b>:</b>	:	1			<b>!</b> :
8129 Victim/Witness Investigator 1 - Advocate							
50.39% x \$149,007 = \$75,084.63	\$58,597	\$16,488		<u> </u>			\$75,08
Benefits include 7.08% Social					1		
Security/Medicare, 20.81% Medical/Dental,							
21.92% Retirement, 0.33% Long Term Disability, 0.25% Unemployment							
Disability, 0.20% of leftibloy(Heff)				, ,	-		»'
Personal Section Totals	\$174,890	\$49,202	La constant				\$224,0
PERSONAL SECTION TOTAL			1		The state of the s	1	\$224,0

#### **BUDGET CATEGORY AND LINE ITEM DETAIL**

Subreciplent: City and County of San Francisc	o de la companya de			Subaward	#: XE19 C	2 0380	
B. Operating Expenses	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST
Indirect - 10% de Minimis							
Indirect @ 10% x \$224,092 total					÷	ı	
salaries/benefits = \$24,409.20	\$20,516	\$798					\$21,31
only charging grant \$21,314							
Use for indirect - general administration, Finance, Payroll, Human Resources,							
Information Technology, and Executive	:						
Management	:			,			
			i. A				٠.
Facility Cost - \$21/ft <sup>2</sup> annually							
125 square feet per FTE x \$21 per square foot							
x 1.75 FTE = \$4,593.75	\$4,594						\$4,59
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Operating Section Totals	\$25,110	\$798	dayard sacc	Programme and the		rate sa a Status e Pa	William A. A. A. A.
Operating Section Total  Operating Section Total	ψευ,110	Ψ/70					\$25,9 \$25,9

#### BUDGET CATEGORY AND LINE ITEM DETAIL

				Subaward #: XE19 02 0380			
C. Equipment	18VOCA	18VOCA MATCH	Fund3	Fund4	Fund5	Fund6	COST
one requested							
		:					
	Harry Control						
All y de la companya tertakan ding tigat							
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n de la companya de La companya de la co	1	1	1	1		1 1	:
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			I.				
	ł			1	1	i	
quipment Section Totals							
QUIPMENT SECTION TOTAL							
Category Totals		The second second					
Same as Section 12G on the Grant Subaward Face Sheet	\$200,000	\$50,000					27.4

Subrecipient: City & County of San Francisco

Subaward #: XE19 02 0380

#### **Budget Narrative**

Budget Period: 01/01/2020 - 12/31/2020

#### A. PERSONAL SERVICES

\$224,092

Two victim advocates (8129 Victim Witness Investigator I) @ 1.75 FTE will be assigned to this grant and will be responsible for direct client services, day-to-day coordination with partner agencies, data tracking, trainings to community-based organizations, coordinating Division administrative functions and communications, and the completion of required program reporting. The victim advocates will also provide case management for victims served under the XE program, coordinate the multidisciplinary team that will respond to elder abuse cases, provide consultation and outreach to elders, and collect and report on data related to services provided.

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 \$75,085.

#### **B. OPERATING EXPENSES**

\$25,908

**Facility Cost** 

Total facility cost of \$4,594 is calculated on 125 square feet at \$21/square foot/year per FTE.

125 square feet x \$21/square foot/year x 1.75 FTE x 1 yr. = \$4,593.75

#### <u>Indirect</u>

Indirect costs are budgeted at 10% of salaries and fringe. Indirect costs are not directly attributable to any one program and include, but not limited to, general administration, Finance, Payroll, Human Resources, Information Technology, and Executive Management.

10% de Minimis x \$224,092 salary & fringe = \$22,409.20, only charging grant \$21,314.

#### C. EQUIPMENT

None requested

#### **Project Narrative**

The plan to provide services to elderly victims of financial abuse is to continue to leverage and build on the existing San Francisco District Attorney's (SFDA) Victim Services Division (VSD) Elder Abuse Program (EAP), which includes dedicated Victim Advocates and an Assistant District Attorney that work collaboratively with the Elder Abuse Prevention Coalition. The Elder Abuse Victim Advocates will continue to be assigned to this team and focus on the issues of Elder Financial Abuse and Pedestrian Fatalities, as well as all other cases of elder abuse.

#### Financial Abuse

Elder Abuse Victim Advocates are assigned to all cases of suspected, charged and uncharged cases of elder financial abuse that come to our office. The Advocates work closely with the Elder Abuse Assistant District Attorney, Adult Protective Services, SFPD Special Victims Unit, the Institute on Aging and the San Francisco Coalition for Elder Abuse Prevention to obtain referrals for cases and coordinate services. The advocates attend bi-monthly San Francisco Forensic Center case review meetings and the Chief of Victim Services attends quarterly steering committee meetings to work collaboratively on cases with Adult Protective Services, Law Enforcement and the Institute on Aging. The advocates also build on our strong relationship with the San Francisco Police Department Special Victims Unit Elder Abuse Investigators working closely on identified cases and assisting victims through the prosecution phases. Additionally, advocates assess the need for immediate funds to support elder victims of financial abuse.

<u>Pedestrian Fatalities</u>

Assessment for distribution of funds is based on need, financial status and the inability to be funded by any other sources within 48 hours of the crime.

## The Elder Abuse Victim Advocates are assigned all cases of pedestrian fatalities and/or vehicular manslaughter and are responsible for all outreach and public education efforts around pedestrian accidents and these issues. The advocates work closely with the felony assistant district attorney, the San Francisco Police Department (SFPD), the Medical Examiner and the Vision Zero Task Force Committee. Vision Zero is a multi-department coalition committed to building better, safer streets, educating the public about pedestrian safety, and adopting policies that save lives. The SFDA Victim Services Division has an agreement with the Medical Examiner, SFPD and the Vision Zero Task Force to receive notification for all vehicular deaths and homicides within 24 hours of event so that we can outreach to the victims' family for support right away. The Advocates receive these notifications and make initial contact with the family immediately. The advocates work with the family to arrange funeral/burial, apply for any necessary medical or mental health services, apply to California Victims of Crime Compensation (CalVCB) and provide crisis intervention counseling and support. As the case progresses, the advocates provide information about the criminal justice process, updates on the case, and support through the court process and beyond. After a case is investigated, the Advocates assist the family in meeting with the Assistant District Attorney and

Inspector to receive information about a charging decision on the incident.

Additional service needs for the family are also assessed at this time.

With our public awareness campaigns, the Victim Advocates have been responsible for working with partner agencies to educate and inform seniors, service providers and the community about the risks associated with pedestrian fatalities. The advocates provide at least two presentations each month. They target the areas of San Francisco that have the highest number of elder pedestrian accidents and fatalities as identified by the Vision Zero Committee. In 2018, we coordinated a wide scale pedestrian safety campaign with educational banners in high risk corridors throughout the city in English, Spanish and Cantonese. The two advocates assigned to this grant speak Spanish and Cantonese and our full advocacy team has additional language capacity for Mandarin, Tagalog, French, Urdu, Punjabi and American Sign Language (ASL). The Elder Abuse Advocates on this grant will be responsible for organizing outreach and education events throughout the grant period.

#### a. Number to be served

During the one-year grant period, we propose to serve 100 victims with direct services, and reach 1500 elders with the outreach campaigns.

<u>Financial Abuse-</u> We will serve approximately 40 victims with direct services and reach more than 750 seniors with outreach and education in the community.

<u>Pedestrian Fatalities-</u> We will serve approximately 60 victims and family members through direct services and more than 750 seniors with the outreach and education in the community.

Volunteers: The program utilizes volunteers to deliver outcomes of grant and serve clients. Volunteers are responsible for developing and disseminating program materials and outreach letters, preparing social events, developing referral resources and assisting staff to provide direct client services. Interns are recruited from local universities and colleges and apply through a formal application process. Once accepted, interns make a minimum 9 - month commitment to the Victim Services Division through a contractual agreement. They are trained in crisis intervention, assisting victim advocates with clients, confidentiality and the institutions and processes of the criminal justice system. These volunteer interns are supervised by a victim advocate in following-up with client requests, supporting victim advocates in their assistance of victims, providing information and referrals to drop-in clients, updating resource and referral materials to be distributed to the public, and various administrative functions to assist advocates. Volunteers use timesheets to keep track of their time.

#### b. Elder Abuse Victim Advocate

This grant funds two Elder Abuse Victim Advocates (1.75 FTE) and they are part of the larger Elder Abuse Program Team. In addition to the information

provided above for the work scope of the Victims Advocates, below is a detailed listing of their responsibilities.

- Provide case management for victims served under the XE grant.
- Coordinate the multidisciplinary team that responds to elder and dependent adult
  abuse cases, including scheduling meetings and serving as the point of contact for
  the multidisciplinary team members.
- Implement the protocols for responding to and engaging with elder and dependent adult victims of all types of abuse and including pedestrian fatality and fraud.
- Provide consultation and outreach materials for those that may encounter elder and dependent abuse victims.
- Collect and report data for required Office for Victims of Crime (OVC)
   and Cal OES progress and grant reports.

#### c. Building capacity of an existing multidisciplinary team.

The San Francisco's District Attorney's Office is a founding member of the San Francisco Elder Abuse Prevention Coalition under the Institute on Aging. The work of the collation is to work with Law Enforcement, the District Attorney, Victim Services Division, Adult Protective Services, and Community Based Agencies to prevent delays and gaps in service coordination, evidence collection and criminal investigation that could otherwise negatively affect the outcome for elderly victims of crime.

#### d. Representation on the multidisciplinary team

Our Chief of Victim Services Division and Managing Attorney of the Elder Abuse Prosecution Unit attend the quarterly steering committee meetings.

Advocates from the Elder Abuse Program Team and the Elder Abuse Assistant District Attorney attend the bi-monthly case review meetings.

#### e. Timing of meetings

Bi-Monthly Case Review Meetings- Attended by Police, City Attorney, District Attorney, Victim Advocates, Adult Protective Services, The Institute on Aging, Long Term Care Ombudsman and service providers. Agency updates and cases are discussed.

Quarterly Steering Committee Meetings- Attended by Police, City

Attorney, District Attorney, Victim Advocates, Adult Protective Services, and The

Institute on Aging. Decision regarding vision, mission and Forensic Center

activities are reported on, discussed and decisions are made regarding work

and needs.

#### f. Public awareness and education/outreach

Elder Financial Abuse-The Victim Advocate will take the lead on the proposed public education plan, in collaboration the SFDA Communication and Policy Teams. We will partner with Senior Service providers to present information on financial abuse including prevention information. Last year, we were able to

engage more than 750 seniors throughout the City. Advocates will hand out information in regular and large print, in Spanish, Cantonese and English regarding important crime and fraud prevention information. Additionally, we will hand out multi language screen-printed re-usable bags to seniors with important crime prevention information and contact information for law enforcement and victim's services. We have used these bags for Blessing Scam campaigns in the past with great success. Elders continue to use the bags and have then information long after the campaign.

Pedestrian Fatalities- We will continue to conduct public awareness campaigns as part of the Vision Zero Task Force to address the high risk of pedestrian fatalities for elders. We will also specifically target the Elder, Monolingual, immigrant community as they are disproportionately at risk for this in San Francisco. The education campaigns will target Chinatown, the Mission, Excelsior, Sunset and Bayview districts.

The Victim Advocates will be responsible for organizing presentations at community meetings, neighborhood associations, and community-based service providers to reach elders and community members with this education campaign. We have worked successfully with SF SAFE safety awareness program and other community-based partners to reach the community in similar events over the past several years.

#### g. Assessment of services

The Victim Services Division has a one-page assessment that gives us a brief look at service needs so that we can make referrals to community-based service providers. For elder victims of crime, we then attend bi-monthly case review with the Elder Abuse Prevention Coalition to coordinate services and review plans. We have a memorandum of understanding with the coalition that addresses each partner's roles and responsibilities.

#### h. Plan for financial exploitation

Our plan to implement services to help victims recover from financial exploitation includes direct services and emergency financial assistance. The Victim Advocates will take the lead on working directly with victims on financial abuse issues. They will be assigned all financial exploitation, fraud and caregiver abuse cases. Each client will receive comprehensive services to assess their needs, receive referrals to services and resources, receive support through the criminal justice system and information on crime prevention information. One area we have been very successful in assisting with these victims is to help them decrease their future vulnerability to fraud by assisting them with getting on the do not call or mail list, notifying the postal service or other entities about scams, reporting scams, fraud or abuse, and taking steps to protect identity and private information.

For those victims who have critical losses due their victimization, we will assess their needs, financial capacity and ability to access resources from other

sources. If it is determined that the victim has direct crime related losses not covered by other sources within 48 hours of the crime, the Advocate will request funds from our SFDA Victim Emergency Fund to pay for items such as food, clothing, taxis, prophylactic and non-prophylactic medication, medical equipment, health care items including glasses, dentures, hearing aids, and other items as need. If funds are provided directly to a victim, we follow the procedures outlined in the Subrecipient Handbook § 2235.2.

#### i. Evaluation

Our office currently uses the DAMION case and data management system for all cases. This system allows us to track our daily work, collaborate with assistant district attorney's and law enforcement, and gather data on our cases. We use this data on a regular basis to manage caseloads, contract and grant outcomes and direct resources. We have added specific data points to our system to accommodate the services in this grant and are able to use the system to analyze data regarding the progress of our work. We will continue to comply with all quantitative and qualitative data required for reporting.

Additionally, we engage in monthly District Attorney Statistical Reviews (DA STAT) reporting to the District Attorney and produce an annual report on status of all work in the Victim Services Division which will includes the XE grant program services and objectives.

#### j. Networking

The Victims Services Division (VSD) receives referrals from multiple city agencies, community-based services providers and law enforcement. We have more than twenty signed operational agreements with key partners throughout San Francisco. In addition, SFDA's VSD is an active participant in multiple local public social service networks to promote coordinated victim services efforts in the community including: Elder Abuse Prevention Coalition, Domestic Violence Consortium, Anti Human Trafficking Coalition and the Family Justice Council. The DA's office also leads multiple community-based committees to inform our services including the Victim of Crime Advisory Board and Women's, Latino, African American, Middle Eastern, and Formerly Incarcerated Committees. The most valuable partner in our Elder and Dependent Adult work is our partnership with the San Francisco Coalition to End Elder Abuse which includes members from the SF Police Department, District Attorney's Office, Victim Services Division, Adult Protective Services, the Institute on Aging and other Community Services Providers. We are a founding member, and active in both the bi-monthly case review and quarterly steering committee meetings.

#### k. Direct victim services

Direct Services: The Victim Advocates provides the following direct services to all victims of crime, on charged and uncharged cases.

 Crisis intervention and counseling- in person or via telephone, includes referrals to mental health professionals.

- 2. Criminal justice support and advocacy
- 3. Accompaniment to court
- 4. Transportation
- 5. Assistance in obtaining childcare to enable a victim to attend court
- 6. Assistance with victim impact statements
- Crime Victim Compensation Benefits- assistance filling out application, submitting application and form, and working with claim specialists to secure approval.
- 8. Emergency Assistance- financial intervention for victims related needs, provided directly to victims, and following the procedure outlined in the Grant Recipient Handbook § 2235.2
- 9. Referrals- assessment of needs and referral to comprehensive medical care, mental health treatment, county social services and adult protective services agencies, domestic violence centers, rape crisis centers, and victim/witness assistance services.
- 10. Outreach- Conduct outreach and education activities to increase access to services and inform victims of their rights.

## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT							
Subrecipient City and County of San Francisco	Duns# <u>143602105</u> FIPS#						
Disaster/Program Title: Elder Abuse (XE) Program							
Performance Period: 01/01/20 to 12/31/20	Subaward Amount Requested: \$ 200,000						
Type of Non-Federal Entity (Check Box): $\Box$	State Gov. ☑ Local Gov. ☐ JPA ☐ Non-Profit ☐ Tribe						
statutes, regulations and grant terms and a through funding. This assessment is made in	d to evaluate the risk of noncompliance with federal conditions posed by each subrecipient of passnorder to determine and provide an appropriate grant oversight to subrecipients for the award						

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

Assessment Factors	Response				
<ol> <li>How many years of experience does your current grant manager have managing grants?</li> </ol>	>5 years				
2. How many years of experience does your current bookkeeper/account staff have managing grants?	ing >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 organizat receives?	ion \$ 10,301,662				
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?					
8. Has your organization received any audit findings in the last three years	Ş 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 othe entities?	er Yes				
Certification: This is to certify that, to the best of our knowledge and belief,	, the data furnished				
above is accurate, complete and current.					
Signature: (Authorized Agent) Date: 11.21.19					
Print Name and Title: Suzy Loftus, Interim District Attorney Phone Number: (628) 652-4	012				
Cal OES Staff Only: SUBAWARD #					

#### PROJECT SERVICE AREA INFORMATION

 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>U.S. CONGRESSIONAL DISTRICT(S)</u>: 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.

3. <u>STATE ASSEMBLY DISTRICT(S)</u>: 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. <u>STATE SENATE DISTRICT(S)</u>: 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.

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

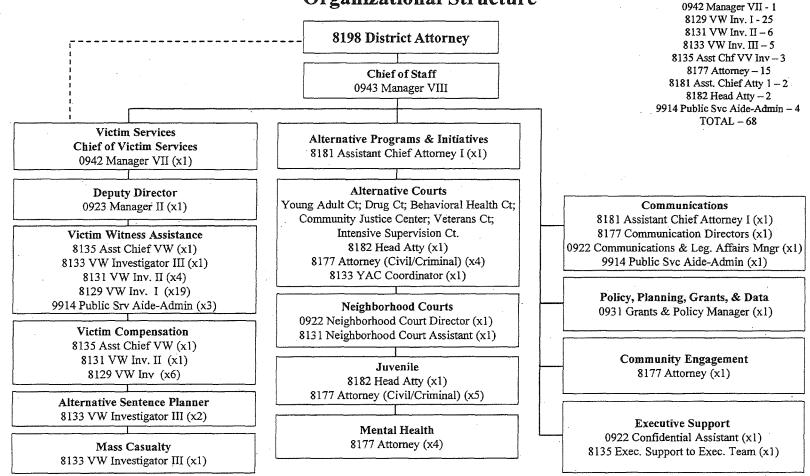
870,887 (US Census 2016 estimates)

# San Francisco District Attorney Justice Innovations and Policy Department Organizational Structure

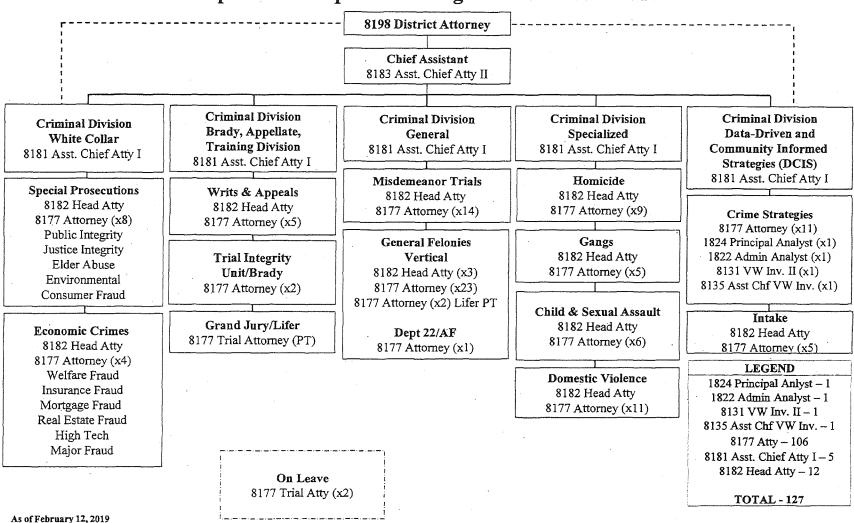
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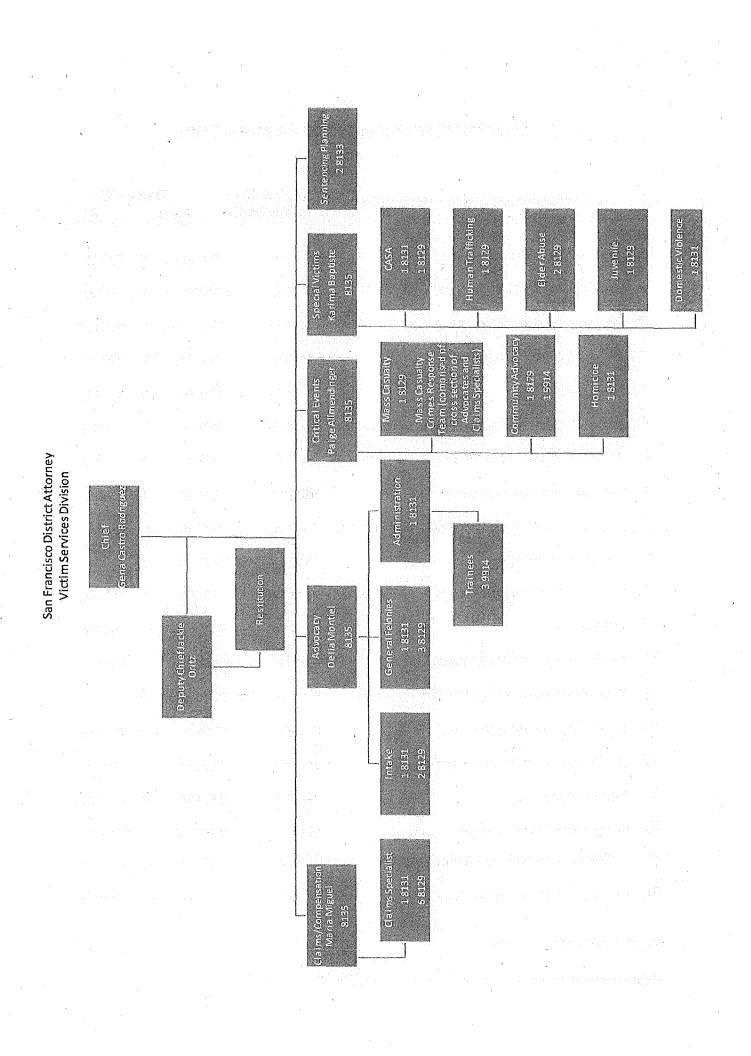
0922 Manager I - 3 0923 Manager II - 1

0931 Manager III - 1



## San Francisco District Attorney Operations Department Organizational Structure





### Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signe	ed . I	Dates	of OA	
·	List of Agendes/Organizations/Individuals	(xx/xx/xxxx)	Fron	n:	To:	
1.	San Francisco Dept on Status of Women	06/11/18	06/01/18	to	05/31/21	
2.	Bernal Heights Neighborhood Center	12/01/17	12/01/17	to	12/31/20	
3.	Chinese Newcomers Service Center	03/21/18	03/01/18	to	03/01/21	
4.	Community United Against Violence	03/19/18	03/01/18	to	03/01/21	٠
5.	Riley Center	05/17/18	05/01/18	to	06/30/20	
6.	SF Dept. of Public Health, Crisis Response Team	11/15/17	11/05/17	to	11/30/20	
7.	US Attorney's Office, Victim Witness Assistance Program	01/18/18	12/01/17	to	12/31/20	
8.	Glide Foundation Women's Center	03/21/18	03/01/18	to	03/31/21	ī
9.	Larkin St. Youth Svcs and Huckleberry Youth Programs	03/18/18	03/01/18	to.	03/31/21	
10.	La Casa de Las Madres	11/21/17	12/01/17	to	12/31/20	
11.	Mission Neighborhood Center, Capp St. Senior Center	12/01/17	12/01/17	to	12/31/20	
12	Safe & Sound	04/19/19	04/01/19	to	04/01/22	
13.	San Francisco Adult Probation Department	03/23/18	03/01/18	to	03/31/21	
14.	San Francisco Department of Child Support Services	07/18/13	07/01/13	to		
15.	San Francisco Special Victim Unit	04/08/19	04/01/19	to	04/01/22	
16.	San Francisco Rape Treatment Center	03/30/18	03/01/18	to	03/31/21	
17.	San Francisco SAFE	04/24/18	03/01/18	to	03/31/21	
18.	San Francisco Suicide Prevention	03/14/18	03/01/18	to	03/31/21	: 4
19.	SF Violence Prevention: The Wraparound Project	03/27/18	03/01/18	to	03/31/21	
20.	San Francisco Women Against Rape	01/26/18	12/01/17	to	12/31/20	

Use additional pages if necessary.

Operational Agreement Summary - Cal OES 2-160 (Revised 7/2015)

## **Operational Agreements (OA) Summary Form**

List of Agencies/Organizations/Individuals	Date OA Sigr (xx/xx/xxxx		tes of OA To:
Child and Adolescent Support, Advocacy and Resource	e 05/23/19	06/01/19	to 06/01/22
2.			to
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19.			to
20.			to

Use additional pages if necessary.

#### 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.

#### Partles 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:

- 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.
- 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

Gena Castro-Rodriguez

Chief of Victim Services

City and County of San Francisco

#### 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 provides 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.
- 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

Gena Castro Rodriguez

11/5/17

Thief of Victim Services

City and County of San Francisco

#### 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

Gena Castro-Rodriguez

Chief of Victim Services Division City and County of San Francisco

DATE

2/14/18

#### **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

DATE

Community United Against Violence

San Francisco, California

Chlef of Victim Services

DATE

San Francisco District Attorney's Office

City and County of San Francisco



## **Operational Agreement** May 1, 2018- June 30, 2020

This agreement stands as evidence that The Riley Center and Victim Witness Assistance Program in the spirit of cooperation and collaboration, intend to work together toward the mutual goal of providing maximum available assistance to survivors of domestic violence and their children residing in the San Francisco Bay Area. This assistance shall consist of direct services, prevention education, working within a public health and cultural humility framework. To this end, each agency agrees to coordinate/provide the following:

- Victim Witness Assistance Program will provide mutual referrals of their clients when appropriate.
- The Riley Center and Victim Witness Assistance Program will work together to provide training to each other's staff in areas of respective expertise.
- Consultations will be held as needed between representatives of The Riley Center and Victim Witness Assistance Program to discuss strategies, the referral process, and implementation of services.

This agreement shall remain in effect until June 30, 2020, unless ended by either party.

We, the undersigned, as authorized representatives of **The Riley Center and Victim Witness Assistance Program**, do hereby approve this document.

For The Riley Center

CONG COSTO RODINGUET

Printed Name

AND MISTOR SERVICES DIVISIONALE

Chief of SEDA Victim Services DIVISIONALE

Date

#### 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, 2013 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 Chief of Victim Services

City and County of San Francisco

#### **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:

- 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.
- 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

Gena Castro Rodriguez Date

Chief of Victim Services

City and County of San Francisco

#### **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

Date

**Executive Director** 

The Glide Foundation Women's Center

Gana Castro-Rodriguez
Chlief of Victim Services

Date

#### 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.
- Serve as a source of information and training on topics related to the issues of homeless youth, trafficking, and commercial sexual exploitation.
- 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:

- 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.
- 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.

Signature

Sherilyn Adams

**Executive Director** 

Larkin Street Youth Services

DATE

Signature

Doug Styles

Executive Director

Huckleberry Youth Programs

DATE

Signiture

DATE

Geria Castro-Rodriguez Chief of Victim Services

SF District Attorney's Office

#### 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.

**Akathy Black** 

ena Castro Rodriguez

Date

Executive Director

La Casa de Las Madres

Chief of Victim Services

#### **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.

Maria Berniudez

Director of Senior Services

Geha Castro Rodriguez

Chief of Victim Services



#### PURPOSE

This operational agreement stands as evidence that the Victim Services Division (VSD) division and Safe & Sound 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 & Sound is a nonprofit community-based organization that provides city-wide programming that seeks to prevent child abuse and reduce its devastating impact. Safe & Sound delivers services, develops policies, and works to improve the systems which respond to families with young children.

The Victim Services Division (VSD) 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:

- Safe & Sound will accept referrals from VSD staff for eligible clients who need assistance in accordance with the service provided by Safe & Sound.
- VSD will accept referrals from Safe & Sound 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 of VSD.
- 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 April 1st, 2019 to April 1st, 2022. This agreement may be terminated by either party or amended with the written consent of both parties.

Katie Albright

Executive Director

Safe & Sound

Date

4/19/2019

Gena Castro Rodriguez

Chief of Victim Services

#### **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.

Karen Fletcher

Chief Adult Probation Officer

City and County of San Francisco

)ate

Gena Castro-Rodriguez

Chief of Victim Services



# 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 SFDCSS

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:
- 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 Vlolence 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.
- 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 of 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

#### **PURPOSE**

This operational agreement stands as evidence that the Victim Services Division (VSD) division and San Francisco Special Victims Unit (SVU) 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

SVU investigates all incidents of sexual assaults of adults and minors in San Francisco. These investigations include cases involving cold-hit identification of suspects through DNA.

The Victim Services Division (VSD) 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. SVU will accept referrals from VSD staff for eligible clients who are in need of assistance in accordance with the service provided by SVU.
- 2. VSD will accept referrals from SVU 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 of VSD.
- 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, 2019 to March 1, 2022. This agreement may be terminated by either party or amended with the written consent of both parties.

PECIAL VICTIMS UNIT

Capt. Sergio Chin

Special Victim Unit

City and County of San Francisco

Date

Gena Castro Rodriguez

Chief of Victim Services

Qity and County of San Francisco

Date

#### **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 vistims.

## 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 Boccellari

Date

Rape Treatment Center, Executive Director

City and County of San Francisco

CATHERINE CLASSEN

Gra Castro-Rodriguez

Chlief of Victim Services

#### **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.

Kyral Worthy

Executive Director of SAFE

City and County of San Francisco

Date

Gena Castro-Rodriguez

Clief of Victim Services

#### **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.

Date

Eve Meyer

SF Suicide Prevention, Executive Director

City and County of San Francisco

Gdna Castro-Rodriguez

Clief of Victim Services

City and County of San Francisco

Date

### **PURPOSE**

This operational agreement stands as evidence that the Victim Witness Assistance Program (VWAP) division and the San Francisco Violence Prevention: The Wraparound Project 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 Violence Prevention: The Wraparound Project assist all young people who want to bring about positive change to their lives. The Wraparound Project aims to prevent the revolving door of injuries. Wraparound case managers address the root cause of violence and find resources in the community to address these factors.

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. The Wraparound Project accept referrals from VWAP staff for eligible clients who are in need of assistance in accordance with the service provided by The Wraparound Project.
- 2. VWAP will accept referrals from The Wraparound Project 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.

0/10 3/27/18

Catherine Juliard, MD, MPH Date San Francisco Wrap Around Project, Director

City and County of San Francisco

Gena Castro-Rodriguez

Clief of Victim Services

Ity and County of San Francisco

Date

#### 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

San Francisco Women Against Rape

City and County of San Francisco

Gena Castro Rodriguez

hlef of Victim Services

#### **PURPOSE**

This operational agreement stands as evidence that the Victim Services Division (VSD) division and the Child and Adolescent Support, Advocacy and Resource Center (CASARC) 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 Victim Witness Assistance Program (VWAP) (as described herein), will further this goal. To this end, each party agrees to participate.

# PARTIES TO THIS AGREEMENT

CASARC provides sensitive medical and psychological crisis services to child victims of sexual abuse, physical abuse and severe neglect. Services include immediate crisis counseling, medical examination and treatment, medical forensic evidence collection, referrals, psychological assessment and counseling for victims and their families.

The Victim Services Division (VSD) 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. CASARC will accept referrals from VSD staff for eligible clients who need assistance in accordance with the service provided by CASARC.
- VSD will accept referrals from CASARC to assist those victims who need assistance in accordance with the services it provides.
- 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.
- CASARC agrees, when appropriate, to offer clients/patients the option to have the VSD go-present for support while services are provided at CASARC on the ZSFG campus.
- 4-5. Families will have the right to decline the services of the VSD support dog. VSD is responsible for insuring that the dog has all required and recommended vaccinations and will be responsible for handling the dog while on the ZSFG campus.
- 5.6. 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 June 1, 2019 to June 1, 2022. This agreement may be terminated by either party or amended with the written consent of both parties.

Jessica Marques MSN, FNP-BC

Nurse Practitioner, Clinical Forensic Manager

Gena Castro Rodriguez Chief of Victim Services

Child and Adolescent Support, Advocacy and Resource Center City and County of San Francisco

TO:	Angela Calvillo, Clerk of the Board of Supervisors	
FROM:	Lorna Garrido, Grants and Contracts Manager	
DATE:	February 13, 2020	
SUBJECT:	Accept and Expend Resolution for Subject Grant	
GRANT TITLE:	Elder Abuse Program	
Attached please find the original* and 1 copy of each of the following:		
X Proposed grant resolution; original* signed by Department, Mayor, Controller		
X Grant information form, including disability checklist		
X Grant budget		
X Grant application		
_X_ Grant award letter from funding agency		
n/a Ethics Form 126 (if applicable)		
n/a Contracts, Leases/Agreements (if applicable)		
n/a Other (Explain):		
Special Timeline Requirements: Please schedule at the earliest available date.		
Departmental representative to receive a copy of the adopted resolution:		
Name: Lorna Garrio	lo	Phone: (628) 652-4035
Interoffice Mail Address: DAT, 350 Rhode Island Street, North Building, Suite 400N		
Certified copy req	uired 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).		

**Print Form** 

# Introduction Form REC

BOARD OF SUPERVISOR

By a Member of the Board of Supervisors or Mayoß AN FRANCISCO

2020 HAR 17 PM 1: 5Time 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 Tethics Commission Planning Commission Building Inspection Commission Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form. Sponsor(s): Supervisor Dean Preston Subject: [Accept and Expend Grant - Retroactive - California Governor's Office of Emergency Services, Elder Abuse Program - \$200,000] The text is listed: Resolution retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$200,000 from the California Governor's Office of Emergency Services for the Elder Abuse Program for the grant period January 1, 2020 through December 31, 2020.

Signature of Sponsoring Supervisor:

For Clerk's Use Only