

Cost Reimbursement Subaward Agreement

Implementing Agency (IA): Family Services of Tulare County

Subrecipient: Tulare County Sheriff's Office (TCSO)

IA Project Contact: Caitly Meader, Chief Executive Officer

Subrecipient Project Contact:

IA CalOES Subaward No.: VA18 02 1248

CalOES ID No.: 107-90502

CalOES Unit: Victim Services & Public Safety
Branch, Domestic Violence Unit

Award Issue Date:
12/21/2018

Total Amount of Federal Award to IA
\$125,000

Funding Source: Violence Against Women
Formula Grant Program

Project Title: Domestic Violence Response Team (VA) Program

Subaward Period of Performance:

Start: 01/01/2019

End: 12/31/19

Amount Funded This Action:

\$ 40,052

Terms and Conditions

1. IA hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are as specified in the project *Operational Agreement*, a true and correct copy of which is attached hereto and incorporated into this Agreement as Attachment 2. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of IA.
2. IA shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient department's standard invoice(s), but as a minimum shall include current and cumulative costs. Invoices and questions concerning invoice receipt or payment should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
3. A final statement of cumulative costs incurred, marked "FINAL" must be submitted to IA's Financial Contact, as shown in Attachment 2, NOT LATER THAN 30 days after subaward end date.
4. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. IA reserves the right to reject an invoice.
5. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Contact as shown in Attachment 2.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official Contact, as shown in Attachment 2. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.
7. Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 2.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Office Contact, as shown in Attachment 2.
10. No-cost extensions require the approval of the IA. Any requests for no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachment 2, not less than 30 days prior to the desired effective date of the requested change.
11. The Subaward is subject to the terms and conditions of the IA Award and other special terms and conditions, as identified in Attachment 1 and the *Operational Agreement*.
12. By signing this Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachment 1.

By an Authorized Official of Implementing Agency:

Name: Caitly Meader

Date

Title: Chief Executive Officer

X  02/14/19

By an Authorized Official of Subrecipient:

Name: Kuyler Crocker

Date:

Title: Chairman, Tulare County Board of Supervisors

X _____

Attachment 1

California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch,
Domestic Violence Unit
Domestic Violence Response Team (VA) Program
Subaward Agreement between
Implementing Agency: Family Services of Tulare County (FSTC)
And
Subrecipient: Tulare County Sheriff's Office (TCSO)
Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient acknowledges that they are responsible for reviewing the Cal OES 2018 Subrecipient Handbook and adhering to all of the Subaward requirements (state and/or federal). Subrecipient further certifies, to the best of his/her knowledge and belief, adherence to the following:

I. Federal Grant Funds

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

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

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

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

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

Please submit the following information:

Equal Employment Opportunity Officer:

Title: Employee/Employer Resource & development Supervisor

Address: 2500 W Burrel Avenue, Visalia CA 93291

Phone: 559-636-4900

Email: sberbereia@co.tulare.ca.us

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 CalOES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

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

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

(This applies to federally funded grants only.)

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

VII. Proof of Authority from City Council/Governing Board

The above named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this program. 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 a signed resolution from the City Council/Governing Board illustrating that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain the signed resolution on-site, and a copy must be readily available upon request by Cal OES.

VIII. Civil Rights Compliance

The subrecipient complies will 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 Violence Against Women Act (VAWA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the

Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

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

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

5. Effect of Failure to Address Audit Issues

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

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

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has,

in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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

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

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

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

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

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

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

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

In accepting this award, the Subrecipient:

- a. 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
- b. 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.

9. Encouragement of Policies to Ban Text Messaging while Driving

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

10. Additional DOJ Awarding Agency Requirements

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

11. Supplanting

The Subrecipient understands and agrees that funds must be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

12. Statutory Requirements

The Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28CFR Part 90.

13. Misuse of Award Funds

The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

The Subrecipients understands and agrees that grant funds may be used only for the purposes in the Subrecipient's approved application.

14. Consultant Rates

The Subrecipient understands approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be approved by the grantor prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, Subrecipients are required to maintain documentation to support all daily or hourly rates.

15. Materials and Publications

The Subrecipient understands and agrees that all materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."

16. Victim Safety

The Subrecipient understands and agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

17. Copyright Approval

The Subrecipient understands advance written approval must be obtained to copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. In addition, the Subrecipient (or contractor or subcontractor) must comply with all conditions specified by the program manager in connection with an that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

The Subrecipient understands and agrees the Office on Violence Against Women reserves a royalty- free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part(including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Subrecipient understands and agrees it is their responsibility (and of each contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

X. Cal OES Participating Agencies Requirements – (*Subrecipient Handbook Section 4400*)

Participating agencies receiving grant funds for personnel costs must comply with the provisions of Sections 2120 through 2140.4, 2151, 2152, 2155, 2156, and 2170;

1. Section 2120 Project-Specific Job Descriptions

Projects must have on file written project-specific job descriptions (as opposed to job specifications) for all positions funded by Cal OES, detailing specific grant-related activities to achieve project objectives. These duty statements shall reflect specific grant-related duties required by the objectives and activities of the funded program area and should not be the standard job classification description for this title of position within your agency.

Where applicable, project-specific job descriptions will also include a statement addressing the tracking of project activities and the maintenance of appropriate source documentation in support of data reported on Progress Reports.

2. Section 2130 Personnel Policies

Cal OES-funded projects must have written personnel policies that are available to all employees. Policies must include, at a minimum:

- a. Work hours;
- b. Compensation rates, including overtime, and benefits;
- c. Vacation, sick, and other leave allowances;
- d. Hiring and promotional policies;
- e. Drug free workplace policy;
- f. Code of conflict/conflict of interest policy;
- g. EEO Policy;
- h. Harassment Policy; and
- i. Limited English Proficiency Policy.

3. Section 2131 Project Staffing and Operation

2131.2 Project staff must be hired and the project operational within 90 days of the approval date of the Grant Subaward, or the Subrecipient must submit a statement to Cal OES explaining the implementation delay. Upon review of the 90-day statement, Cal OES may choose to cancel the project or extend the implementation date of the project past the 90-day period.

2131.3 Project staff added to the Grant Subaward budget via an approved Grant Subaward Modification (Cal OES Form 2-223), should be hired within 90 days of the modification approval date. If project staff is not hired within 90 days, the Subrecipient must submit a statement to Cal OES explaining the delay.

4. Section 2140 Conflict of Interest

Organizations must have a written code of standards of conduct governing the performance of their employees.

2140.1 Officials and employees of a Subrecipient must not participate in activities involving the use of grant funds where there is a financial interest or benefit:

- a. To him or herself, immediate family, partners, organization (other than a public agency in which he or she is serving as an officer, director, trustee, partner, or employee); or
- b. To any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment.

2140.2 Officials and employees of a Subrecipient must avoid actions that result in, or create the appearance of:

- a. Using an official or grant funded position for personal gain;
- b. Giving preferential treatment to a particular person or project;
- c. Losing independence or impartiality;
- d. Making a decision outside official channels; or
- e. Adversely affecting the confidence of the public in the integrity of the government or the program.

2140.3 Cal OES-funded projects shall not employ, enter into any contract, or engage in any activity or enterprise, with an Independent Contractor/Consultant currently under contract with Cal OES, or any current Cal OES employee, whether formal or informal, for pay or not for pay, which might result in a conflict of interest or the appearance of a conflict of interest. Funded projects must submit written notification to Cal OES prior to employing, contracting, or engaging in any activity or enterprise with an Independent Contractor/Consultant currently under contract with Cal OES, or any current Cal OES employee. The notification should include a full description of the intended relationship between the project and the Independent Contractor/Consultant or employee. Cal OES Director, or his/her designee, shall review the written notification and determine whether a conflict of interest or the appearance of a conflict of interest exists.

2140.4 Purchase of Supplies

The project may use funds to purchase supplies or other goods (e.g., rent an office, secure insurance, and purchase office supplies) from a party in which the project employee or board member has a financial interest if all of the following criteria are met:

- a. The employee or board member who has a financial interest does not take part in the bidding or awarding process;
- b. The project is receiving the item at a lesser rate or there are additional benefits that would not have been available through an independent party;
- c. The purchase or transaction is approved by a quorum of the board and documented in the board minutes, and the board member who has a financial interest abstained from voting; and
- d. The records that support b. must be retained by the project as specified in Section 11200 or as long as the supplies/goods or services are being used, whichever is longer.

5. Section 2155 Suspension and Debarment

It is the policy of the Federal Government to conduct business only with responsible persons, and a system for debarment and suspension from programs and activities involving federal financial and non-financial assistance and benefits assist agencies in carrying out this policy. Debarment or suspension of a participant by one agency has government-wide effect.

Applicants receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. By signing the Certification of Assurance of Compliance forms (Cal OES Form 2-104), the applicant certifies that neither the applicant nor its principals have been suspended or debarred from participation in federal grants. The applicant also agrees that it will not make any award, subaward, or enter into any contract greater than \$35,000 with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in

Federal programs or activities. The Cal OES Form 2-104 outlines the grounds for debarment and suspension.

6. Section 2170 Allowable Costs for Personnel

2171 General

2171.1 Salaries are fixed compensation for services performed by employees of the Subrecipient and are paid on a regular basis. These costs must be identified by position and percentage of salaries and rounded off to the nearest whole dollar. All others are to be shown in the Operating Expenses Category supported by contract or operational agreement.

2171.2 Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by Cal OES. These expenses are allowable when they are included in the Grant Subaward budget and are in accordance with the organization's approved written policies.

2171.3 Employee benefits in the form of regular compensation (normal pay) paid to employees during periods of authorized absences from the job for paid leave are allowable if: (1) they are provided pursuant to an approved leave system; (2) the costs are equitably allocated to all related activities (claimed in proportion to the time spent by the employee working on the grant); and (3) the costs adhere to the state limitations noted below:

- a. Jury duty costs claimed on the Report of Expenditures and Request for Funds (Cal OES Form 2-201), must be reduced by any jury duty fees received, excluding travel costs; and
- b. Paid leave (e.g., military leave, medical leave, administrative leave, or workman's compensation) must not exceed 30 calendar days per 12 month period.

2171.4 When a Subrecipient is unable to obtain benefits, such as a health insurance plan due to the size of the organization, reimbursement payments to employees for such benefits may be allowed. Reimbursement payments must be disclosed in the Grant Subaward budget approved in the Subrecipient's written personnel policies and supported by paid invoices submitted by the employees.

2171.5 When a grant employee is placed on administrative leave (in accordance with the organization's approved written policies), a portion of that employee's salary paid during the administrative leave may be charged to the Grant as personal services. The portion of the administrative leave costs that may be charged is based on the percentage of that employee's salary approved in the grant budget.

2171.6 Salary costs include vacation, sick leave, and compensating time off earned and used during the performance period. Overtime and shift differentials are also salary costs. All of these costs should be budgeted and claimed as personal services.

2171.6.1 Overtime

Overtime is defined as time worked beyond the normal established work week for all employees except those considered exempt under the Fair Labor Standards Act (e.g., executive,

administrative, and/or professional staff). Overtime is reimbursable at a higher than normal rate of pay.

Overtime must be documented by payroll records that reflect at a minimum:

- a. The name and title of the person performing the overtime and a supervisor's prior approval;
- b. The hours worked and the amount of overtime;
- c. The basis for the overtime and the activities performed during overtime; and
- d. The hourly rate of overtime.

2171.7 With the exception of a separation from the project, Cal OES funds may be charged as leave time (vacation, sick, family leave, compensating time off) only when the time is earned and used during the Cal OES grant funding cycle (refer to the Glossary of Terms in Section 14000 for a definition). Balances accrued during the funding cycle, but not used, cannot be claimed on the Cal OES Form 2-201, unless a separation is involved. The leave costs claimed must be proportional to the amount of time spent by the employee working on the Cal OES project [e.g., if the employee is 50 percent (50%) Cal OES funded, Cal OES will be charged only 50 percent (50%) of eight hours of vacation earned, or four hours].

2171.8 As cited above, the only exception for claiming unused leave balances is when an employee separates from employment from the project. Cal OES funds then may be used to pay the employee separating from the project that portion of the leave balances earned during the Cal OES funding cycle. The portion of the leave balances earned during any non-Cal OES funded period must be paid by another source. In addition, Cal OES funds should pay only for a proportional amount of the leave balances earned during the Cal OES funding cycle, based on the percentage of time the employee worked on the Cal OES grant. For example, if the separating employee worked 50 percent (50%) of the time on the Cal OES grant, the

Cal OES grant should pay only 50 percent (50%) of the vacation earned and not used by the employee. If the total hours of vacation earned during the Cal OES-funded period and not used were 40, then the total hours that can be claimed against the Cal OES grant are 20.

2172 Provisions Regarding Allowable Compensation for Personnel

Costs for salaries and benefits of personnel involved in more than one grant or program of the organization must be charged to each grant (or funding source of the program) based on the actual percentage of time spent on each grant or program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the Cal OES Grant Subaward. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved Grant Subaward or subsequent Grant Subaward Modification.

Functional timesheets and a cost allocation plan must be maintained which support the time charged to Cal OES grants (see Section 11331 for guidelines for creating a Functional Timesheet, contact your Program Specialist for examples that may be used to assist in the development of an appropriate time reporting tool). See also Section 2185 for guidelines regarding the elements of a written Cost Allocation Plan.



FAMILY SERVICES

SUPPORTING TULARE COUNTY

815 W. Oak Ave., Visalia, CA 93291

Phone: (559) 732-1970 Fax: (559) 732-1987

Attachment 2:

Operational Agreement

Between

Family Services of Tulare County (FSTC)

And

Tulare County Sheriff's Office (TCSO)

- I. **PURPOSE:** This Operational Agreement outlines the continued partnership between FSTC and TCSO for the execution of a California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, Domestic Violence Response Team (VA) Program grant. Both agencies agree on the mutual goal of continuing to build protocols and practices for a collaborative community-coordinated response to incidents of domestic violence. Both agencies also agree to abide by all terms and conditions set forth in the Cost Reimbursement Subaward Agreement, to which this Operational Agreement is attached as Attachment 2.
- II. **TERMS OF THE AGREEMENT:** This Agreement shall begin on January 1, 2019, and end on December 31, 2019, subject to one additional 12 month extensions based on continued funding from Cal OES.
- III. **ROLES AND RESPONSIBILITIES:**
 - a. TCSO agrees to do the following:
 - i. Commit a portion of a law enforcement officer position to work as a liaison with FSTC;
 - ii. Make a full faith effort to support the core program components in the Request for Proposal;
 - iii. To institute and strengthen protocols containing inter-agency systems of accountability developed in collaboration with FSTC for the purposes of training officers and coordinating response to victims;
 - iv. Assist with the development, improvement, and achievement of protocols for responding to domestic violence calls throughout TCSO;
 - v. Assist FSTC with coordinating the training of law enforcement officers and 9-1-1 dispatchers associated with TCSO and outside of TCSO;
 - vi. Serve as a point of contact for FSTC in initiating mechanisms of inter-agency accountability;

- vii. Collaborate in the creation of practical administrative tools/resources that will serve as a resource for officers responding to domestic violence calls (resource lists, checklists, handouts, etc.);
- viii. Collaborate in the creation of practical outreach materials that will be available for distribution by law enforcement officers to domestic violence victims;
- ix. Collect and analyze information and outcome data necessary for FSTC to meet Cal OES reporting requirements;
- x. Provide office space for FSTC's domestic violence advocate who will be co-located at TCSO's offices;
- xi. Provide monthly Invoice Expenditures to FSTC for reimbursement of costs based on actual activities. *Failure to provide timely Monthly Activity Reports and Financial Invoices can result in delayed payment for services.* If TCSO fails to satisfactorily provide services pursuant to the terms of this Agreement, FSTC will pay to TCSO compensation only for work satisfactorily performed and not previously paid for. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from TCSO of invoices as indicated below:
 - 1. Submit invoices no later than the 15th of the month following the month of expenditures.
 - 2. Include a copy of your general ledger (GL) of all expenditures and payroll back-up if charging wages.
 - 3. Final invoice must be submitted to FSTC by January 15th, 2020.

b. FSTC agrees to do the following:

- i. Provide a 1.0 Full-Time-Equivalent (FTE) domestic violence advocate to work as a liaison to law enforcement and other community partners. The advocate will:
 - 1. Meet the requirements of a "domestic violence counselor" pursuant to Evidence Code §1037.1(a)(1);
 - 2. Coordinate training of law enforcement officers and 9-1-1 dispatchers;
 - 3. Serve as a point of contact for FSTC in initiating mechanisms of inter-agency accountability;
 - 4. Collaborate in the creation of practical administrative tools/resources for officers responding to domestic violence calls (resource lists, checklists, handouts, etc.);
 - 5. Collaborate in the creation of practical outreach materials that will be available for distribution by law enforcement officers.
- ii. Pay invoices in a timely manner.

IV. COMPENSATION: FSTC will serve as the lead and fiscal agent for funding received from Cal OES relevant to this effort. TCSO will be compensated as a subcontractor in the implementation of said efforts. The total subaward payable to TCSO shall not exceed **\$40,052**.

V. PRIMARY CONTACTS: FSTC designates the following individuals as the Project's Primary Contacts:

Financial Contact: Stephanie Burrage, Chief Finance Officer
E-mail: stephanie.burrage@fste.net Phone: (559)732-1970 ext. 1003

Project Contact: Alma Borja, Domestic Violence Program Manager
E-mail: alma.borja@fstc.net Phone: (559)741-7317 ext. 7702

Administrative Contact: Everardo Legaspi, Grants Manager
E-mail: everardo.legaspi@fstc.net Phone: (559)732-1970 ext. 1004

Authorized Official: Caity Meader, Chief Executive Officer
E-mail: caity.meader@fstc.net Phone: (559)732-1970 ext. 1010

TCSO designates the following individuals as the Project's Primary Contacts:

Financial Contact: Terrie Saenz, Fiscal Manager
E-mail: tsaenz@co.tulare.ca.us Phone: 559-802-9450

Project Contact: Lieutenant Ron Smith
E-mail: resmith@co.tulare.ca.us Phone: 559-731-1337

Administrative Contact: Detective Luis Carrillo
E-mail: lcarrill@co.tulae.ca.us Phone: 559-782-9414

Authorized Official: Captain Gabe Macias
E-mail: gmacias@co.tulare.ca.us Phone: 559-802-9440

VI. LANGUAGE ACCESS POLICY & PROCEDURE: TCSO will have a policy or process for language assistance services that provides Limited English Proficiency (LEP) persons with meaningful access to TCSO's programs and services (e.g. oral interpretation, bilingual staff, and telephone interpreter lines).

VII. CAL OES SUBRECIPIENT HANDBOOK: TCSO hereby acknowledges that the electronic version of the *2018 Cal OES Subrecipient Handbook* was provided by FSTC and agrees to abide by the rules and regulations contained therein which are considered part of this Agreement.

VIII. REQUEST FOR PROPOSAL: TCSO hereby acknowledges that the electronic version of the *DOMESTIC VIOLENCE RESPONSE TEAM PROGRAM REQUEST FOR PROPOSAL FOR PERFORMANCE PERIOD JANUARY 1, 2019 thru DECEMBER 31, 2019* was provided by FSTC and agrees to abide by the

rules and regulations contained therein which are considered part of this Agreement.

IX. PROJECT BUDGET: A true and correct copy of the approved project budget is included below. Any modifications and or adjustments must be approved by FSTC and TCSO and require prior notice.

Tulare County Sheriff's Office: Sheriff Detective	
<i>Detective's duties:</i> The detective will be assigned full time to the FY 2018-2019 Tulare County Domestic Violence and Sexual Assault Team to investigate cases of sexual assault, domestic violence, dating violence and stalking.	
Salary \$69,884 per year x 39.47%	\$27,583
Retirement \$69,884 x 39.47% x 18.5569%	\$5,119
Health Insurance \$69,884 x 39.47% x 15.6189%	\$4,308
FICA (Base salary plus Bilingual Pay) \$70,789 x 39.47% x 7.65%	\$2,137
Detective and Bilingual Pay \$69,884 x 39.47% x 3.2817%	\$905
Total:	\$40,052

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X. **APPROVAL:** The undersigned have read and agree with the terms of this Operational Agreement.

Family Services of Tulare County

Tulare County Sheriff's Office

Name: Caity Meader

Name: Mike Boudreaux

Title: Chief Executive Officer

Title: Sheriff-Coroner

Signature: 

Signature: 

Date: 02/14/19

Date: 02/15/19

Tulare County Board of Supervisors

Name: Kuyler Crocker

Title: Chairman, Board of Supervisors

Signature: _____

Date: _____

Approved as to Form
County Counsel

By: 
Deputy

Date: 2/15/19

Matter No. 2019238