



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-17

For the meeting of: July 1, 2014

Date: 6/12/2014

To: Board of Supervisors

KN for AVG

From: Paul V. Gallegos, District Attorney

Subject: Rural Domestic Violence, Dating Violence, Sexual Assault and Stalking Assistance Program Sub-Award Agreement

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair to sign four (4) originals of the attached agreement between the County of Humboldt and the North Coast Rape Crisis Team; and
2. Direct the Clerk of the Board to process and return the executed copies of the Sub-Award Agreement to the District Attorney's Office, attention Kevin Furtado.

SOURCE OF FUNDING:

North Coast Rape Crisis Team (NCRCT), Office on Violence Against Women

DISCUSSION:

On March 26, 2013, the North Coast Rape Crisis Team submitted an application for federal grant funding through the Office on Violence Against Women, for the period of October 1, 2013 through September 30, 2016, to implement a Rural Domestic Violence, Dating Violence, Sexual Assault and Stalking Assistance Program in the amount of \$894,000. The grant funding is made available through the Federal Violence

Prepared by Kevin Furtado

CAO Approval Greg Dillingham

REVIEW:

Auditor KE

County Counsel Sm

Personnel [Signature]

Risk Manager [Signature]

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Loverace

Seconded by Supervisor BASS

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Dated: July 1, 2014
Kathy Hayes, Clerk of the Board

Meeting of: _____

By: Kathy Hayes

Against Women Act of 1994 which was expanded in 2005 to enhance victim safety in cases of sexual assault, domestic violence and stalking in rural communities by encouraging collaborative partnerships among criminal justice agencies, victim service providers and community organizations to respond to these crimes. The submitted application was approved by the Office on Violence Against Women on September 19, 2013 and NCRCT was awarded the requested funds.

The District Attorney is requesting that the Board approve a sub-award agreement to formalize a partnership between the District Attorney's Office and NCRCT which will allow the District Attorney to receive up to \$429,951 in funds from the grant awarded to NCRCT for the prosecution of criminal cases applicable to the program and to provide critical specialized services to the victims of these crimes. The money will be used to fund one 1.0 FTE Deputy District Attorney position as well as one 1.0 FTE Victim Witness Program Specialist position beginning the first biweekly pay period after this agreement is approved and continuing until the grant award end date of September 30, 2016.

The primary goal of the Rural Domestic Violence, Dating Violence, Sexual Assault and Stalking Assistance Program is to enhance the safety of rural communities throughout Humboldt County. This goal will be achieved through the proposed partnership of NCRCT and the District Attorney. This multiagency approach will allow both offices to more effectively address the crimes perpetrated in rural communities as well as to provide better service and support to the victims of these crimes. Funding received from this agreement will provide necessary additional resources identified by the District Attorney: an additional Deputy District Attorney position to provide vertical prosecution of applicable criminal offenses, as well as an additional Victim Witness Program Specialist position to recognize, assess, and appropriately respond to minor and adult victims of sexual assault and other related crimes, while focusing on Humboldt County's more rural communities. Victims of these crimes will receive specialized services provided by the Victim Witness Program Specialist including, but not limited to: crisis counseling, criminal justice support/advocacy, filing victim compensation claims, emergency financial assistance, and referrals to other support agencies.

FINANCIAL IMPACT:

Approval of the sub-award agreement will allow the County to be reimbursed up to a maximum of \$429,951 for services performed in accordance with the scope of work described in the agreement from the date it is approved through September 30, 2016. In anticipation of the funding, one 1.0 FTE Deputy District Attorney position was un-frozen and one 1.0 FTE Victim Witness Program Specialist position was allocated as part of the District Attorney's requested budget submittal for FY 2014-15. A classification review was conducted by Personnel on the request to allocate a new position. Personnel determined that Victim Witness Program Specialist is the appropriate classification. The estimated cost of these two additional positions is \$169,995 in Fiscal Year (FY) 2014-15. These projections are based on the salary range of one Deputy District Attorney IV starting at step A, in recognition that the scope of work will require the dedication of an experienced attorney to realize the goals of the program. The Victim Witness Program Specialist is projected to start at step 1A. The most qualified candidates for these positions have not yet been identified; the actual starting salaries may vary. As these funds were anticipated, they have been included in the District Attorney FY 2014-15 requested budget. The estimated cost for FY 2015-16 is \$180,507 and for the first quarter of FY 2016-17, the last quarter that the agreement will be in effect, the estimated cost is \$42,704. All of these projected expenses will be 100% reimbursable under the sub-award agreement.

Approval of this agreement and additional requests supports the Board's Strategic Framework by creating opportunities for improved public safety by protecting vulnerable populations while seeking outside funding sources to benefit Humboldt County's needs.

OTHER AGENCY INVOLVEMENT:

North Coast Rape Crisis Team, Office on Violence Against Women

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may decide not to approve the sub-award agreement with NCRCT, however it is not recommended. Non-approval of the agreement will cause a loss of anticipated revenue for the District Attorney. Furthermore, the intent of this program as designed is to enhance victim safety by encouraging collaborative partnerships among criminal justice agencies, victim service providers and community organizations to respond to applicable crimes. The District Attorney and NCRCT will not be able to establish an effective partnership with the resources necessary to better address the needs of local communities if the agreement is not approved.

ATTACHMENTS:

1. (4) Originals of the Sub-Award Agreement with NCRCT.
2. Classification Review Request

**RURAL DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND
STALKING ASSISTANCE PROGRAM SUB-AWARD AGREEMENT**

**BY AND BETWEEN
NORTH COAST RAPE CRISIS TEAM
AND
COUNTY OF HUMBOLDT**

This Agreement, entered into this 1 day of July, 2014, by and between North Coast Rape Crisis Team, a private non-profit corporation, hereinafter referred to as "NCRCT," and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," is made upon the following considerations:

WHEREAS, the Violence Against Women Act of 1994 ("VAWA") was expanded in 2005 to enhance victim safety in cases of sexual assault, domestic violence, dating violence and stalking in rural communities by encouraging collaborative partnerships among criminal justice agencies, victim service providers and community organizations to respond to these crimes; and

WHEREAS, the United States Department of Justice - Office on Violence Against Women ("OVAW") has implemented the VAWA as the Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Assistance Program in order to: (1) to identify, assess, and appropriately respond to minor and adult victims of sexual assault and other related crimes in rural communities; (2) establish and expand nonprofit, nongovernmental, state, tribal, territorial, and local government victim services in rural communities; (3) increase the safety and well-being of women and children in rural communities; (4) establish and expand cooperative efforts and projects among law enforcement officers, prosecutors, victim advocacy groups and other related parties to investigate and prosecute incident of sexual assault and other related crimes; (5) provide treatment, counseling, advocacy and other long and short-term assistance to minor and adult victims of sexual assault and other related crimes in rural communities; and (6) develop education and prevention strategies directed toward such issues; and

WHEREAS, NCRCT has received funding from OVAW under the Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Assistance Program ("Program") in order to develop and strengthen effective responses to violence against women in Humboldt County; and

WHEREAS, NCRCT desires to engage the services of COUNTY, by and through its District Attorney's Office, to meet the Program's objectives; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the provision of services to minor and adult victims of sexual assault and other related crimes in Humboldt County.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, NCRCT and COUNTY agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

- A. Responsibilities of NCRCT. NCRCT shall act as the lead agency and provide fiscal administration, direction, oversight, data collection and reporting in accordance with the criteria and fiscal and administrative requirements set forth in Exhibit A – OVAW Scope of

Work, Exhibit B – Schedule of Services, Exhibit C – Funding Summary and Exhibit D – Rural Domestic Violence, Dating Violence, Sexual Assault and Stalking Assistance Program Award Package, which are attached hereto and incorporated herein by reference.

- B. Responsibilities of COUNTY. COUNTY shall provide counseling, advocacy and violence prevention services in accordance with the criteria and fiscal and administrative requirements set forth in Exhibits A-D. In providing such services COUNTY agrees to fully cooperate with NCRCT's Community Outreach and Client Services Coordinators or designees thereof.
- C. Staffing Requirements. Each party shall provide personnel sufficient to perform its obligations hereunder. COUNTY shall create and maintain one new Deputy District Attorney position and one new Victim Witness Advocate position as part of this Agreement.
- D. Additional Services. No additional services shall be performed by COUNTY without NCRCT's prior written approval stating the dollar value for the services, the method of payment, and any adjustment in the term or other provisions of this Agreement.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until September 30, 2016.

3. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this Agreement, upon notice, in the event that the other party materially defaults in performing any obligation under this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein.
- B. Without Cause. This Agreement may be terminated by either party without cause upon sixty (60) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. NCRCT's obligations under this Agreement are contingent upon the availability of federal funds. In the event such funding is terminated, NCRCT may, at its sole discretion, terminate this Agreement upon thirty (30) days advance written notice.
- D. Compensation. In the event of any termination of this Agreement, COUNTY shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

4. COMPENSATION:

The maximum amount payable by NCRCT under this Agreement is Four Hundred Twenty Nine Thousand Nine Hundred Fifty One Dollars (\$429,951). COUNTY agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit C – Funding Summary.

5. PAYMENT:

COUNTY shall submit to NCRCT quarterly invoices which itemize all work completed as of the invoice date. Invoices shall be in a format approved by, and shall include backup documentation as specified by, NCRCT. COUNTY shall submit an invoice for final payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County District Attorney's Office
Attn: Kevin Furtado
825 Fifth Street, 4th Floor
Eureka, CA 95501

NCRCT: North Coast Rape Crisis Team
Attn: Maryann Hayes Mariani
P.O. Box 1011
Eureka, CA 95502

7. REPORTS:

COUNTY agrees to submit to NCRCT progress reports which describe the work accomplished during the applicable reporting period. Progress reports shall summarize all of the costs incurred, and activities completed, in connection with this Agreement. NCRCT shall provide a reporting schedule and reporting guidelines to COUNTY no later than forty five (45) days prior to the date upon which COUNTY's first progress is due.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Each party hereby agrees to make all records relating to the services provided hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All

examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Evidence Code Sections 1035.4, 1035.8 and 1036; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act; the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

10. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

NCRCT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that NCRCT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. NCRCT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if NCRCT becomes a Nuclear Weapons Contractor.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, neither party shall discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military

service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, attorney fees and other costs and fees of litigation, arising out of or in connection with the negligent performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.
- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding.

13. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting the indemnification obligations provided for herein, each party shall maintain in full force and effect, at its own expense, insurance or equivalent programs of self-insurance with appropriate limits that shall cover any and all liabilities that may arise from, or in connection with, this Agreement.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Risk Management
825 5th Street, Room 131
Eureka, CA 95501

NCRCT: North Coast Rape Crisis Team
Attn: Maryann Hayes Mariani
P.O. Box 1011
Eureka, CA 95502

14. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

15. COMPLIANCE WITH LAWS:

Each party agrees to comply with all applicable local, state and federal laws, regulations and requirements, including, but not limited to, all applicable licensure and certification requirements.

16. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

18. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

19. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

20. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

21. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

22. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

23. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from both parties prior to being used as advertising or released to the media (television, radio, newspapers and internet). Each party shall give notice to the other party of all requests for interviews by media related to this Agreement before such interviews take place; and each party is entitled to have a representative present at such interviews.

25. SUBCONTRACTS:

Neither party may subcontract any portion of the work required by this Agreement. Each party shall be held legally responsible for the performance of its obligations hereunder, including work performed by third parties.

26. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

27. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

28. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

29. SURVIVAL OF PROVISIONS:

The duties and obligations set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information, Section 12 – Indemnification, and Paragraph D of Section 3 – Termination shall survive termination, cancellation and expiration of this Agreement.

30. CONFLICTING TERMS OR CONDITIONS:

To the extent that there is any conflict between the terms or conditions of this Agreement and the terms or conditions of any other agreements in place between COUNTY and NCRCT, the terms of this Agreement shall prevail.

31. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

32. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

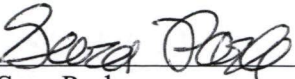
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:


(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

NORTH COAST RAPE CRISIS TEAM

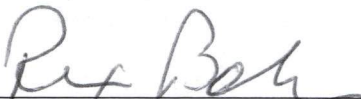
By: 
Sara Parke
President

Date: 6/9/14

By: 
Ruthanne DeMirjyn
Fiscal Coordinator

Date: 6/9/14

COUNTY OF HUMBOLDT

By: 
Rex Bohn
Chair Board of Supervisors

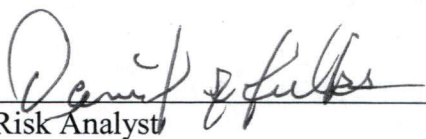
Date: 7/1/14

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 6/17/14

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

Date: 6/18/14

EXHIBIT A

OVAW Scope of Work

**Rural Domestic Violence, Dating Violence, Sexual Assault
and Stalking Assistance Program Sub-Award Agreement**

1. To identify, assess, and appropriately respond to child, youth, and adult victims of sexual assault, domestic violence, dating violence, and stalking in rural areas or rural communities, by encouraging collaboration among sexual assault, domestic violence, dating violence and stalking victim service providers; law enforcement agencies; prosecutors; courts; other criminal justice service providers; human and community service providers; educational institutions; and health care providers;
2. To establish and expand nonprofit, nongovernmental, State, Tribal, Territorial, and local government victim services in rural areas or rural communities to child, youth, and adult victims; and/or
3. To increase the safety and well-being of women and children in rural areas or rural communities by dealing directly and immediately with sexual assault, domestic violence, dating violence and stalking occurring in rural areas or rural communities; and creating and implementing strategies to increase awareness and prevent sexual assault, domestic violence, dating violence and/or stalking.

Additionally, applicants must use at least one of the following strategies in the implementation of all proposed project activities:

1. Implementing, expanding, and establishing cooperative efforts and projects among law enforcement officers, prosecutors, victim advocacy groups, and other related parties to investigate and prosecute incidents of sexual assault, domestic violence, dating violence and/or stalking;
2. Providing treatment, counseling, advocacy, and other long- and short-term assistance to adult and minor victims of sexual assault, domestic violence, dating violence and stalking in rural areas or rural communities, including assistance in immigration matters; and/or
3. Working in cooperation with rural areas and rural communities to develop education and prevention strategies directed toward such issues.

Please note that short-term assistance may include transportation assistance.

Mandatory Program Requirements

For many rural applicants, this program is one of the few sources of funding to support the provision of core services for victims of sexual assault, domestic violence, dating violence, and stalking. For this reason, OVW will only consider support for those Rural Program applications that primarily address Rural Program purpose areas 1 and/or 2 as part of their proposed project. In addition, those applicants that propose to address purpose area 3 may allocate no more than 30% of their project activities and budget to purpose area 3.

An applicant who fails to include these requirements in its application, and is chosen for funding, will be required to incorporate all of these activities into their project.

OVW Priority Areas

Applications proposing activities in the following areas will be given special consideration during the review process:

- Projects that focus primarily (75% or more) on increased support for sexual assault, including services, law enforcement response and prosecution, and those projects proposing to involve the implementation of the Prison Rape Elimination Act of 2012 (PREA) standards in working with incarcerated victims.

Activities that Compromise Victim Safety and Recovery

The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions:

- Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived 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 gender of their children;
- Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
- Failure to conduct safety planning with victims;
- Facility procedures and policies that fail to account for physical safety issues;
- Requiring victims to seek legal sanctions against their perpetrator or offender (e.g., seek a protection order, file formal complaint, forcing the victim to testify against their perpetrator or offender);
- Imposing restrictive conditions on victims in order for them to receive services (e.g., requiring a sexual assault victim to report the offense to law enforcement to receive a medical forensic examination, counseling or advocacy services; requiring a domestic violence victim to seek a protection order or counseling as a precondition to services);
- Procedures that indicate criminal record background checks are performed on individuals presenting for services prior to providing those individuals with services;
- Policies or practices that discourage prosecutors from accepting cases for victims who do not have physical evidence of domestic violence or sexual assault;
- Requiring alternative dispute resolution, mediation or couples counseling as a systemic response to sexual assault, domestic violence, dating violence, and/or stalking;
- Offering perpetrators the option of entering pre-trial diversion programs;
- Batterer's Intervention Programs that are voluntary and not court-mandated; and
- Offering anger management classes as a substitute for Batterer's Intervention Programs for offenders.

Applications that propose activities that compromise victim safety and recovery may receive a deduction in points during the review process or may be eliminated from further consideration entirely.

Out-of-Scope Activities

OVW has determined the activities listed below to be out of the program scope. Applications that propose out-of-scope activities may receive a point deduction during the review process. Applications that are determined to be substantially outside the scope of the Rural Program will not be considered for funding. The following activities are out of scope and will not be supported by Rural Program grant funding:

- Research projects (This does not include program assessments conducted only for internal improvement purposes. See section on Research and Protection of Human Subjects in the FY 2013 Solicitation Companion Guide at <http://www.ovw.usdoj.gov/docs/companion-guide-10-16-12.pdf>);
- Supervised visitation programs;
- Legal services in civil and criminal matters, such as family law cases (divorce, custody, visitation and child support), housing cases, consumer law cases and other legal services for victims of sexual assault, domestic violence, dating violence, and stalking, except that legal assistance in seeking protection orders and limited immigration matters (e.g., U Visas) is permitted;
- Child abuse or family violence issues such as violence perpetrated by a child against a parent, or violence perpetrated by a sibling against another sibling;
- Services to children for anything other than child sexual assault or services beyond ancillary services provided to a victim's child when there is an inextricable link between a parent's victimization and the child's need for services *and* in connection to providing victim services for the parent. For example, funds may be used to provide services to children of battered clients residing in a shelter; and
- Broad-scoped education and prevention for students, not specifically related to sexual assault, domestic violence, dating violence and/or stalking, such as "bullying" or "character building" educational programs.

Unallowable Activities

The following is a list of activities that are unallowable and cannot be supported by Rural Program grant funding. Applications that propose unallowable activities may receive a point deduction during the review process. Applications that include substantial unallowable activities will not be considered for funding.

- Lobbying
- Fundraising
- Purchase of real property
- Construction
- Physical modifications to buildings, including minor renovations (such as painting or carpeting)

Exhibit B
Schedule of Services
Rural Domestic Violence, Dating Violence, Sexual Assault and
Stalking Assistance Program Sub-Award Agreement

Under the terms of the Rural Domestic Violence, Dating Violence, Sexual Assault and Stalking Assistance Program Sub-Award Agreement (“Agreement”) dated _____, 2014, North Coast Rape Crisis Team, hereinafter referred to as “NCRCT,” and the County of Humboldt, hereinafter referred to as “COUNTY,” agree to the following:

1. PROGRAM DUTIES:

A. Responsibilities of NCRCT. In order to meet the objectives of the Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Assistance Program (“Program”), NCRCT shall:

1. Provide fiscal administration, direction and oversight, including, but not limited to budget management and coordination.
2. Coordinate data collection and communication between partners to ensure the timely submission of reporting documents to the Office on Violence Against Women.
3. Coordinate project activities with COUNTY, including, but not limited to, regular participation in the Sexual Assault Response Team (“SART”), the Child Abuse Services Team (“CAST”) and the Domestic Violence Response Team (“DVRT”).
4. Participate in co-advocacy with COUNTY through SART, CAST and DVRT as well as through ongoing communication as appropriate.
5. Participate in the Inter-Tribal Women’s Advocacy Network.
6. Provide crisis intervention services for incarcerated people at the Humboldt County Jail and Juvenile Hall facilities.
7. Provide violence prevention programs for incarcerated youth in Humboldt County.
8. Provide Program-based trainings for professionals serving Native American communities.

B. Responsibilities of COUNTY. In order to meet Program objectives COUNTY shall:

1. Hire and train an additional full-time, Deputy District Attorney to prosecute sexual assault and other Program-related cases.
2. Hire and train a Native American-focused Victim Witness Advocate to provide Program-related counseling, advocacy and violence prevention services.
3. Regularly attend and participate in SART, CAST and DVRT meetings and/or trainings in order to collaborate with partners in working towards positive criminal justice outcomes.

4. Regularly attend and participate in District Attorney and Tribal Government Roundtable discussions.
5. Regularly participate in the Inter-Tribal Women's Advocacy Network.
6. Develop a Program-based tracking system to identify prosecution and criminal justice outcomes for victims of sexual assault and other Program-related crimes.
7. Maintain open lines of communication with NCRCT regarding Program-related cases in accordance with applicable confidentiality requirements.
8. Submit progress reports to NCRCT in accordance with Section 7 of the Agreement.

2. STAFFING REQUIREMENTS:

COUNTY staffing for the Program shall include the following positions and their full-time equivalents (FTE):

- A. Deputy District Attorney – 1.00 FTE. COUNTY's Deputy District Attorney shall prosecute sexual assault and other Program-related cases. The Deputy District Attorney will report to the Humboldt County District Attorney for oversight.
- B. Victim Witness Advocate – 1.00 FTE. COUNTY's Victim Witness Advocate shall provide Program-related counseling, advocacy and violence prevention services to women and minors throughout Humboldt County. The Victim Witness Advocate shall work collaboratively with members of the Hoopa Valley and Yurok Tribes, and participate in Program-related activities in the Hoopa and Yurok Reservations and surrounding areas, a minimum of, one day per month. The Victim Witness Advocate will work under the supervision of COUNTY's Victim Witness Coordinator.

Exhibit C
Funding Summary (Federal Fiscal Year)
Rural Domestic Violence, Dating Violence, Sexual Assault and
Stalking Assistance Program Sub-Award Agreement

FY 2013-14	DDA III (C)	54,313.47
	VW Advocate (1A)	25,135.12
	training/operations	-
	Total	79,448.59
FY 2014-15	DDA IV (A)	116,464.94
	VW Advocate (A)	53,530.32
	training/operations	-
	Total	169,995.26
FY 2015-16	DDA IV (B)	123,330.23
	VW Advocate (B)	57,176.90
	training/operations	-
	Total	180,507.13
Project Total		
Funding Tota	429,951.00	

Deputy District Attorney IV (Step B)

Salary	\$3,344.17 x 26 pp =	86,948.42
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Benefits		<u>36,381.81</u>
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FICA (.062)	5,390.80
MC (.0145)	1,260.75
SUI (.0053)	460.83
PERS (.21572)	18,756.51
Health	9,167.50
Dental	1,305.26
Life	40.16

Total by Position	123,330.23
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Victim Witness Program Specialist (Step B)

Salary	\$1,383.23 x 26 pp =	35,963.98
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Benefits		<u>21,212.92</u>
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FICA (.062)	2,229.77
MC (.0145)	521.48
SUI (.0053)	190.61
PERS (.21572)	7,758.15
Health	9,167.50
Dental	1,305.26
Life	40.16

Total by Position	57,176.90
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Total all Positions	180,507.14
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