

276



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: District Attorney

SUBMITTAL DATE:
June 12, 2012

SUBJECT: Office on Violence Against Women Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Grant Award for the Grant Period October 1, 2011 through September 30, 2014.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize Chair to execute the following: Professional Services Agreements from the City of Riverside Police Department and Alternatives to Domestic Violence.
2. Authorize the District Attorney or his designee to sign any future ministerial modifications, and requests for reimbursements and reports on behalf of the County.
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

[Signature]
 Jeffrey A. Van Wageningen, Jr., for
 PAUL E. ZELLERBACH, District Attorney

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 22,800	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-2012

SOURCE OF FUNDS: 100% Federal Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
 Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 19, 2012
xc: DA, E.O., Auditor

Kecia Harper-Ihem
 Clerk of the Board
 BY: *[Signature]*
 Deputy

Prev. Agn. Ref.: 03/29/11 (#3.11) | District: | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.56

FISCAL PHLEDUKES APPROVED
 PAUL ANGLULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 6/13/12
 SAMUEL WONG
 Departmental Concurrence
 DATE
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 Policy Consent
 Policy Consent
 Department Recommendation: Consent
 Per Executive Office:

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Office on Violence Against Women (OVW) Fiscal Year 2011 Enhanced Training and Services
to End Violence Against and Abuse of Women Later in Life Program Grant Award for the Grant Period
October 1, 2011 through September 30, 2014.**

DATE: June 12, 2012

BACKGROUND: Recognizing that individuals who are 50 years of age or older who are victims of elder abuse, neglect, and exploitation, including sexual assault, domestic violence, dating violence, or stalking, face unique barriers to receiving assistance, Congress created the Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program.

The DA's Office, on behalf of the County and a group of collaborators, including the Department of Public Social Services, Riverside Police Department and Alternatives to Domestic Violence, applied for funding from the Office on Violence against Women to provide training to criminal justice professionals, governmental agency staff, and victim services advocates to enhance their ability to address elder abuse, neglect and exploitation in their communities.

Elder abuse victims face unique obstacles in getting the help and services that they need. Age or disability may increase the isolation of older individuals. Victims may refrain from seeking help or calling the police due to shame or embarrassment because the abuse was committed by a family member, friend or caregiver. Victims may also be intimidated by threats of being placed in a nursing home. Professionals may perceive a victim's injuries as arising from aging, illness, or disability instead of recognizing that the injuries may be attributed to violence in the home or other care facility. A lack of services designed to meet the needs of older victims may leave them with no community resources to rely upon for assistance. A comprehensive approach to addressing elder abuse should address these barriers and improve systemic responses to older victims.

The DA's Office along with the Department of Public Social Services, Riverside Police Department and Alternatives to Domestic Violence is committed to providing a comprehensive approach to addressing elder abuse within the County of Riverside.

While the grant award is for \$400,000 over the funding period (October 1, 2011 to September 30, 2014), the budget allocations are as follows:

<u>Agency/Department</u>	<u>Budget</u>
District Attorney	\$168,297
City of Riverside Police Department	20,000
Alternatives to Domestic Violence	186,816
Department of Public Social Services	24,887
<u>Total</u>	<u>\$400,000</u>

District Attorney budget of **\$168,297** is allocated to a portion of the elder abuse Deputy District Attorney salary/benefits, grant administration, program supplies, and mandatory grant related travel/training. City of Riverside Police Department budget of **\$20,000** is allocated to cover overtime costs of sending sworn officers to law enforcement elder abuse trainings. Alternatives to Domestic Violence budget of **\$186,816** is allocated to salary/benefits for an advocate and project coordinator/trainer. The Department of Public Social Services budget **\$24,887** is allocated to a portion of a Sr. Community Program Specialist Supervisor.

County Counsel has reviewed the documents and approved them as to form.

Schedule "A"

Increase Appropriations:

10000-2200100000-510040	Regular Salaries	\$ 9,500
10000-2200100000-518100	Budgeted Benefits	4,400
10000-2200100000-527880	Training-Other	7,800
10000-2200100000-523640	Computer Equip-Non Fixed Asset	650
10000-2200100000-523700	Office Supplies	450
		<u>\$ 22,800</u>

Increase Estimated Revenue:

10000-2200100000-767360	FED: Elder Abuse	\$ 22,800
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MEMORANDUM OF UNDERSTANDING: Abuse of Women Later in Life Program – DA1910

AGENCY: Riverside County Department of Public Social Services


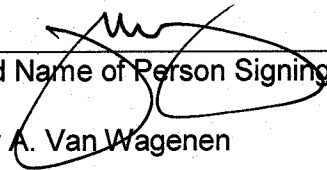
TERM: October 1, 2011 through September 30, 2014

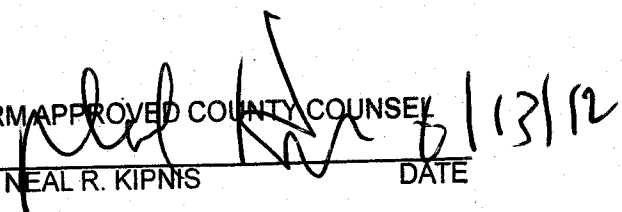
MAXIMUM REIMBURSABLE AMOUNT: \$24,887

WHEREAS, the Riverside County District Attorney's Office, hereinafter referred to as DAO, desires to enter into a Memorandum of Understanding (MOU) with the Riverside County Department of Public Social Services to mutually provide Abuse of Women Later in Life service(s), as provided in the Agreement submitted to the U.S. Department of Justice, Office on Violence Against Women, hereinafter referred to as "OVW";

WHEREAS, DAO desires the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, agrees to mutually perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DAO and DPSS;

NOW THEREFORE, DAO and DPSS do hereby covenant and agree to work together to provide said services in accordance with the terms and conditions contained herein of this Memorandum of Understanding.

Authorized Signature for Department of Public Social Services:	Authorized Signature for District Attorney's Office:
 Printed Name of Person Signing: Susan Loew	 Printed Name of Person Signing: Jeffrey A. Van Wagenen
Title: Director	Title: Assistant District Attorney
Address: 4060 County Circle Drive Riverside, CA 92503	Address: 3960 Orange Street, 8 th Floor Riverside, CA 92501
Date Signed: 6-4-12	Date Signed: 5-15-12

FORM APPROVED COUNTY COUNSEL
 BY:  6/13/12
 NEAL R. KIPNIS DATE

MEMORANDUM OF UNDERSTANDING TERMS & CONDITIONS**I. ABBREVIATIONS**

- A. DAO refers to the Riverside County District Attorney's Office, which has administrative responsibility for this MOU and the grant project funding the Abuse of Women Later in Life Program.
- B. DPSS refers to the Riverside County Department of Public Social Services.
- C. "OVW" refers to the U.S. Department of Justice, Office on Violence Against Women.
- D. T&C refers to Terms and Conditions.

II. OBJECTIVES

- A. Provide training to criminal justice professionals, governmental agency staff, and victim assistants to enhance their ability to address elder abuse, neglect, and exploitation in their communities.
- B. Provide cross training opportunities to professionals working with older victims.
- C. Develop or enhance a coordinated community response to elder abuse.
- D. Provide or enhance services for victims who are 50 years of age or older.

III. DAO RESPONSIBILITIES**DAO will:**

- A. Assign staff to be liaison between DAO and DPSS.
- B. Pay DPSS for service delivery of project activities such as: (1) Participating in Steering Committee and Coordinated Community Response Meetings; (2) Training, Policy, and Administrative; and (3) Direct Services and Outreach Activities, as specified in the DPSS Responsibilities section of the MOU.
- C. Arrange all travel activities related to the Abuse of Women Later in Life Program.
- D. May, at its sole discretion, audit or review DPSS in meeting the terms, conditions, and services for compliance with this MOU through any combination of the following methods: annual inspections, evaluations, and self-monitoring.

IV. DPSS RESPONSIBILITIES**A. SCOPE OF SERVICE****DPSS will:**

- 1. Assign staff to be liaison between DAO and DPSS.
- 2. Work in support of the responsibilities and activities of the Application approved by the Riverside County Board of Supervisors and submitted to the U.S. Department of Justice, Office

on Violence Against Women.

3. Send one representative to attend a three day OVW sponsored grantee orientation.
4. Send one representative to an OVW sponsored mandatory two and a half day training of trainers on providing services to older victims in Year 1 of the project.
5. Along with project partners, conduct a local half-day cross training event and mandatory law enforcement trainings.
6. Providing (1) local one day direct services trainings to 30 representatives from governmental agency staff (including ASD), victim assistants, and victim services providers during each year of the funding cycle in Year 2 of the project.
7. Send 11 Adult Services Division staff (all levels) to the local one day direct services training for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims to enhance their skills and abilities in Year 2 of the project.
8. Provide direct services and outreach to older victims during Year 2 and 3 of the project.
9. Commit to making enhancements in administrative and programmatic supports (policy, resource development, and training) which will improve services for victims 50 years of age or older who experience abuse.
10. Collaborate with Abuse of Women Later in Life Program MOU partners (DAO, Alternatives to Domestic Violence, Riverside Police Department) in the development of a community needs assessment.
11. Collaborate with MOU partners to develop brochures to increase awareness.
12. Cooperate in an audit or review for DPSS contract compliance by DAO in the administration of the Abuse of Women Later in Life Program through any combination of the following methods: annual inspections, evaluations and self-monitoring.

B. REPORTING

DPSS shall:

1. Submit Quarterly Progress Reports summarizing Abuse of Women Later in Life Program activities no later than 15 business days following the end of each quarter in which services were provided.

DAO will:

1. Consult with the DPSS on the development of the Quarterly Progress Reports.
2. Take the lead in coordinating the Quarterly Progress Reports and submission to the U.S. Department of Justice, Office on Violence Against Women to include the participating agencies activities, data, outcomes, and any required narratives.

C. FISCAL**1. MAXIMUM REIMBURSABLE AMOUNT**

DPSS acknowledges and agrees that the maximum reimbursable amount under the Agreement attached hereto as Exhibit A, shall not exceed **\$24,887** for the salary and benefits of a Sr. Community Program Specialist Supervisor during the three-year grant period (October 1, 2011 – September 30, 2014).

2. LINE ITEM COST RATE

Component	Detail	Budget	Total Component
Sr. Community Program Specialist Supervisor	\$55,029 x .10 x 50.75% (benefits) x 3 years	\$24,887	\$24,887
MAXIMUM REIMBURSABLE AMOUNT			\$24,887

3. METHOD, TIME AND CONDITION OF PAYMENT

- a. Beginning, January 1, 2012, the claiming period shall consist of consecutive quarterly invoices, submitted no later than 10 business days following the end of each quarter in which services were provided. The estimated invoice for the quarter ending in June is due no later than June 10th and the actual invoice is due no later than July 30th. All future estimated and actual June invoices shall be submitted to DAO to be paid within Riverside County Auditor Controller Year End and DAO funding deadlines.
- b. DPSS will be paid the actual amount of each quarterly claim for payment not to exceed the total sum allocated in the approved grant budget (\$24,887).
- c. To accurately project and report expenditures to the grantor, DPSS will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, mileage report (if applicable), copies of time sheets, and/or actual receipts.
- d. Quarterly invoices and supporting documentation are due by the 10th business day of the month following each quarter.
- e. All invoices submitted in a timely manner will be processed within ten (10) business days of receipt by the DAO Grants Administration Department. DAO shall process and post the Journal Entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) business days of DAO approval of the JE.
- f. In conjunction with the Payment Request, DPSS shall submit backup documentation and/or justification to the DAO Grants Administration Department, which shall include, but is not limited to, the following information:
 - Employee ID# or unique identifier to exclude the name of the employee
 - Pay Period
 - Hours Worked
 - Labor Distribution Amount
 - Benefits Percentage
 - Benefits Amount

g. If DPSS ceases operation for any period, then no payment will apply for that period.

h. SUPPLANTATION

DPSS shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract or MOU. DPSS shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue.

i. DISALLOWANCE

In the event DPSS receives payment for services under this MOU, which is later disallowed for nonconformance with the terms and conditions herein by DAO, DPSS shall promptly refund the disallowed amount to DAO on request.

DAO may offset the amount disallowed from any payment due to DPSS under any contract with DAO.

j. AVAILABILITY OF FUNDING

DAO's obligation for payment is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

D. ADMINISTRATIVE

1. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- i. DPSS shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB- CONTRACTOR'S or suppliers in advance of official announcement.
- ii. DPSS shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. DPSS shall not use such information for any purpose other than carrying out its obligations under this MOU. DPSS shall promptly transmit to DAO all third party requests for disclosure of such information. DPSS shall not disclose, except as otherwise specifically permitted by this MOU or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- iii. DPSS is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

2. ASSIGNMENT

DPSS shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO. Any attempt to assign or delegate any interest without written consent of DAO shall be deemed void and of no force or effect.

3. PERSONNEL

- a. Personnel Disclosure – Upon request by DAO, DPSS agrees to make available to DAO a current list of personnel that are providing services under this MOU who have contact with children or adult clients to include:
 - i. All staff who work full or part-time positions by title, including volunteer positions; and
 - ii. A brief description of the functions of each position and hours each position worked; and
 - iii. The professional degree, if applicable and experience required for each position.

DPSS agrees not to utilize any employee who has been convicted of any crimes involving sex, drugs, or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DAO shall notify DPSS in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the DAO shall immediately remove that person from providing services under this MOU.

- b. DPSS shall conduct criminal background records checks on all employees, subcontractor, and volunteers providing services under this contract. Prior to these individuals providing services, DPSS shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A certification of such clearance shall be retained in each individual's personnel file.
- c. DPSS shall obtain and/or maintain required Licenses or Certifications as may be required by law to perform services in support of this MOU.

4. SUBCONTRACTING FOR SERVICES

No agreements will be made by the DPSS with any party to furnish any of the services herein contained without the prior written approval of DAO. This provision will not require the approval of agreements of employment between DPSS and personnel assigned for services hereunder.

5. CHILD AND ELDER ABUSE

While engaged in assigned activities under the Abuse of Women Later in Life program, all parties to this MOU acknowledge and agree to adhere to all duties and responsibilities imposed by existing law as mandated reporters under Penal Code sections 11165-11174.3 (child abuse reporting) and Welfare and Institutions Code sections 15600 et seq. (adult and elder abuse reporting).

6. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

DPSS shall comply with all rules, regulations, requirements, and directives of OVW, other applicable federal agencies, and funding sources which impose duties and regulations upon DAO, as

it relates solely to the Abuse of Women Later in Life grant, which are equally applicable and made binding upon DPSS as though made with DPSS directly.

7. RECORDS, INSPECTIONS, AND AUDITS

DPSS shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the DPSS'S costs related to this Agreement. All such books, documents and records shall be maintained by DPSS for at least three years following termination of this Agreement and be available for audit by the COUNTY. DPSS shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

E. GENERAL

A. EFFECTIVE PERIOD

This MOU is effective October 1, 2011 through September 30, 2014.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

AGENCY: Riverside County District Attorney's Office
Administrative Grants Unit – Sharon Campbell
3960 Orange Street, 8 Floor
Riverside, CA
92501

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

C. DISPUTES

Any dispute resolution will be a collaborative effort between DPSS and the DAO. The DAO shall proceed diligently with the performance of the MOU pending resolution. There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution," and it will be conducted between the DAO liaison and the DPSS liaison using the MOU and other supporting documentation maintaining a level of reason, logic, and common sense. Phase 1 must be documented.

2. Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution," and it will be between the Deputy Director of Finance for the DAO or designee and the Administrative Manager III of the Contracts Administrative Unit and/or his/her designee(s). This incident must be written as a note to file.

3. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the District Attorney and the Director of DPSS.

D. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than October 1st of each funding cycle.

If any changes are made by OWW, then the MOU will be amended to reflect any budget or contract changes that have been approved by OWW.

E. TERMINATION

This MOU shall remain in place during the October 1, 2011 through September 30, 2012 grant period.

F. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

PAUL E. ZELLERBACH
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT:

CONTRACTOR: Alternatives to Domestic Violence
AGREEMENT TERM: October 1, 2011 – September 30, 2014
MAXIMUM REIMBURSABLE AMOUNT: \$186,816

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and Alternatives to Domestic Violence to provide services under the **Abuse of Women Later in Life Program**, funded by the U.S. Department of Justice, Office on Violence Against Women, hereinafter referred to as "OVW". This grant program is designed to address the issue of elder abuse, neglect, and exploitation, including domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years or older, through training and services.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **Alternatives to Domestic Violence** to mutually provide training and outreach and direct services for victims of domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years of age or older (hereinafter "older victims").

WHEREAS, **Alternatives to Domestic Violence**, hereinafter referred to as "CONTRACTOR" is qualified to provide **training and outreach and direct services** for older victims;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the Abuse in Later Life Project.
- B. "OVW" refers to the U.S. Department of Justice, Office on Violence Against Women.

- C. "Project Coordinator" refers to Alternatives to Domestic Violence personnel who will provide training, outreach and direct services for victims of domestic violence who are 50 years or older.
- D. Domestic Violence/Elder Abuse Advocate refers to Alternatives to Domestic Violence personnel who provide victim support services and advocacy.

II. DAO RESPONSIBILITIES

DAO will:

1. Pay the CONTRACTOR for service delivery under the Abuse in Later Life Project, as specified in the CONTRACTOR Responsibilities section of the CT&C.
2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
3. Arrange all travel activities related to the Abuse of Women Later in Life Program.
4. Refer eligible victims of crime for services to the CONTRACTOR.
5. During Year 2 and 3 of the project funded period (October 1, 2011 – September 30, 2014) provide the CONTRACTOR with workspace at the Riverside Family Justice Center location where the CONTRACTOR will be stationed.
6. May, at its sole discretion, audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this MOU through any combination of the following methods: annual inspections, evaluations, and self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send **one** representative to attend a three day OVV sponsored grantee orientation.
3. Send **one** representative to an OVV sponsored mandatory two and a half day training of trainers on providing services to older victims.
4. Provide **(1)** local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
5. Send **five** victim services advocate (s) to the local one day direct services to enhance their skills and abilities.
6. Send **five** victim services advocate (s) to a local half day cross training event for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims.

7. Collaborate with DAO, Riverside County Department of Public Social Services, and Riverside Police Department to develop a brochure and protocols and policies to increase awareness of elder abuse.
8. Along with DAO, Riverside County Department of Public Social Services, and Riverside Police Department, conducts during the project funded period (October 1, 2011 – September 30, 2014):
 - a. 8-hour “Mandatory Law Enforcement Training”
 - b. 4-hour “Mandatory Advanced Law Enforcement Training”
 - c. Half day **cross training** event for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims;
9. Collaborate with Abuse of Women Later in Life Program MOU partners (DAO, DPSS, and Riverside Police Department) in the development of a community needs assessment.
10. Provide direct services and outreach to older victims during **Year 2** and **3** of the project (October 1, 2011 – September 30, 2014).
11. In Year 2 and 3 (October 1, 2011 – September 30, 2014) provide a Domestic Violence/Elder Abuse Advocate for Riverside Family Justice Center to conduct domestic violence screenings of victims including those referred by DAO.

One half-time Domestic Violence/Elder Abuse Advocate shall be available daily at the Riverside Family Justice Center, Monday through Friday from 8 a.m. to 12 p.m.
12. Provide 24/7 crisis line phone assistance.
13. Screen 100% of willing older victims of domestic violence to determine individual needs.
14. Provide 100% of willing older victims of domestic violence, who receive in-depth assessment, with services that include, but are not limited to:
 - a. Court and law enforcement accompaniment as applicable.
 - b. In-person crisis counseling.
 - c. Pre and post-trial follow-ups.
15. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
16. Provide community education through community presentations, at least every three months.
17. Attend monthly and/or quarterly Abuse in Later Life Steering Committee meetings.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of **\$186,816**.

B. LINE ITEM BUDGET

BUDGET ITEMS	
Project Coordinator Year 1 and 2 (salary/benefits)	\$118,598
Project Coordinator Year 3 (salary/benefits)	\$ 29,650
Domestic Violence/Elder Abuse Advocate Year 2 and 3 (salary/benefits)	\$ 35,638
Laptop, Scanner and Printer for Project Coordinator	\$ 1,430
Mileage	\$ 1,500
Aggregate Total Amount	\$186,816

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. The total amount of the Agreement does not change unless required by the U.S. Department of Justice, Office on Violence Against Women.
2. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
3. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alternation of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$186,816).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, mileage report, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 10th day of the month following the end of each month in which services were provided.

4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement, which is later disallowed for nonconformance with the terms and conditions herein by DAO, the CONTRACTOR shall promptly refund the disallowed amount to DAO on request, or at its option, DAO may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with DAO.

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing Abuse of Women Later in Life Program activities, as applicable, no later than 15 business days following the end of each quarter in which services were provided.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the U.S. Department of Justice, Office on Violence Against Women to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective October 1, 2011 through September 30, 2014.

B. CONFLICT OF INTEREST

The CONTRACTOR, CONTRACTOR'S employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501
Attention: Sharon Campbell

CONTRACTOR: Alternatives to Domestic Violence
P.O. Box 910
Riverside, CA 92502
Attention: Eliza Daniely-Woolfolk

D. CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not

subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.

- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- III. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

E. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

F. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall

have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and

Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. **Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. **General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of***

endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

I. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action

based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

L. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

M. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

O. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive

until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

P. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

Q. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DAO elects to abandon, indefinitely postpone, or terminate the Agreement, DAO shall make payments for all services performed up to the date that written notice was given in a prorated amount.

R. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

S. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

T. ENTIRE AGREEMENT

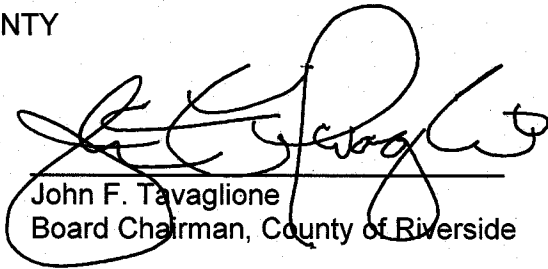
This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

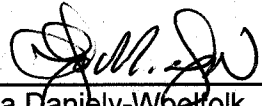
COUNTY

CONTRACTOR

By:



John F. Tavaglione
Board Chairman, County of Riverside



Eliza Danjely-Woolfolk
Chief Executive Officer

Dated:

6/19/12

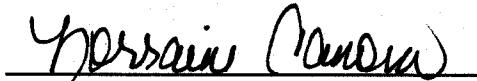
Dated:

5/18/12

ATTEST

Clerk of the Board

By:



Approved as to form:

By:


FORM APPROVED COUNTY COUNSEL
BY: _____ DATE 6/13/12

Dated:

NEAL R. KIPNIS

DATE



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

PAUL E. ZELLERBACH
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT:

CONTRACTOR: City of Riverside Police Department
AGREEMENT TERM: October 1, 2011 – September 30, 2014
MAXIMUM REIMBURSABLE AMOUNT: \$20,000

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and the City of Riverside Police Department to provide services under the **Abuse in Later Life Project**, funded by the U.S. Department of Justice, Office on Violence Against Women, hereinafter referred to as "OVW". This grant program is designed to address the issue of elder abuse, neglect, and exploitation, including domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years or older, through training and services.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with the **City of Riverside Police Department** to mutually provide training for victims of domestic violence, dating violence, sexual assault, or stalking against victims who are 50 years of age or older (hereinafter "older victims").

WHEREAS, the **City of Riverside Police Department**, hereinafter referred to as "CONTRACTOR" agrees to coordinate program specific training with DAO for 35 law enforcement personnel;

WHEREAS, DAO desires CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATION

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the Abuse in Later Life Project.
- B. "OVW" refers to the U.S. Department of Justice, Office on Violence Against Women.

II. DAO RESPONSIBILITIES

DAO will:

1. Pay the CONTRACTOR to cover the costs of sworn personnel attending the local one-day (8 hour) "Mandatory Law Enforcement Training" and the 4-hour "Advanced Law Enforcement Training" under the Abuse in Later Life Project, as specified in the CONTRACTOR Responsibilities section of the CT&C.
2. Assign DAO personnel to be the liaison between CONTRACTOR and DAO.
3. Arrange all travel activities related to the Abuse of Women Later in Life Project.
4. May, at its sole discretion, audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this MOU through any combination of the following methods: annual inspections, evaluations, and self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a law enforcement officer to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send 10 law enforcement personnel to the local one-day (8 hour) "Mandatory Law Enforcement Training", supported by grant funds.
3. Send 25 sworn law enforcement personnel to the local half-day (4-hour) "Mandatory Advanced Law Enforcement Training", supported by grant funds.
4. Send one law enforcement officer to attend a three day OVW sponsored grantee orientation.
5. Send one law enforcement officer to the OVW sponsored four day "Mandatory Law Enforcement Training of Trainers" event, sponsored by grant funds.
6. Collaborate with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence to develop protocols and policies to increase awareness of elder abuse.
7. Assist DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence with the development of the Community Needs Assessment.
8. Along with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence, conducts during the project funded period (October 1, 2011 – September 30, 2014):
 - a. 8-hour "Mandatory Law Enforcement Training"
 - b. 4-hour "Mandatory Advanced Law Enforcement Training"

- c. Half day **cross training** event for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims;
- 9. Work with DAO, Riverside County Department of Public Social Services, and Alternatives to Domestic Violence to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
- 10. Attend monthly and/or quarterly Abuse in Later Life steering committee meetings.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of **\$20,000**.

B. LINE ITEM BUDGET

BUDGET ITEMS	
Costs Associated with Sworn Personnel Attending 12-hour Elder Abuse Training	\$ 20,000
Total Amount	\$ 20,000

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. The total amount of the Agreement does not change unless required by the U.S. Department of Justice, Office on Violence Against Women.
2. The CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
3. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alternation of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$20,000).
2. CONTRACTOR shall bill for services rendered during the Mandatory Law Enforcement Trainings at its Department's actual overtime rate.
3. To accurately project and report expenditures to the grantor, CONTRACTOR will submit a detailed Payment Request (**Exhibit B attached**), payroll register, and copies of signed time sheets within thirty (30) days of the Mandatory Law Enforcement Trainings.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received by DAO.
5. Funding is solely for reimbursement of sworn officer overtime incurred during Abuse in Later Life law enforcement trainings conducted during the during the project funded period (October 1, 2011 – September 30, 2014).

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

G. SUPPLANTATION

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement, which is later disallowed for nonconformance with the terms and conditions herein by DAO, the CONTRACTOR shall promptly refund the disallowed amount to DAO on request, or at its option, DAO may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with DAO.

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing Abuse of Women Later in Life Program activities, as applicable no later than 15 business days following the end of each quarter in which services were provided.

DAO will:

- a. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- b. Take the lead in coordinating the Quarterly Progress Reports and submission to the U.S. Department of Justice, Office on Violence Against Women to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective October 1, 2011 through September 30, 2014.

B. CONFLICT OF INTEREST

The CONTRACTOR, CONTRACTOR'S employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501
Attention: Sharon Campbell

CONTRACTOR: City of Riverside Police Department
10540 Magnolia Avenue, Suite B
Riverside, CA 92505
Attention: Patty Tambe

D. CONFIDENTIALITY

- I. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- III. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

E. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

F. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall

not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said

Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

I. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

L. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

M. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

O. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

P. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

Q. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DAO elects to abandon, indefinitely postpone, or terminate the Agreement, DAO shall make payments for all services performed up to the date that written notice was given in a prorated amount.

R. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of

this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

S. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

T. ENTIRE AGREEMENT

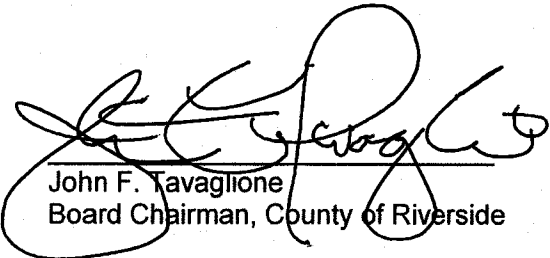
This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

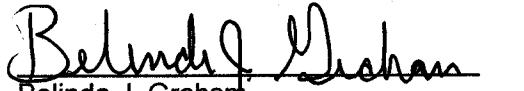
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY

CONTRACTOR

By:


John F. Cavaglione
Board Chairman, County of Riverside


Belinda J. Graham
Assistant City Manager, City of Riverside

Dated:

6/19/12

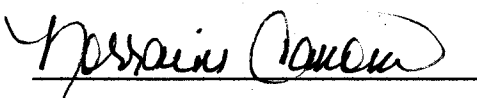
Dated:

June 7, 2012

ATTEST

Clerk of the Board

By:



Attest:

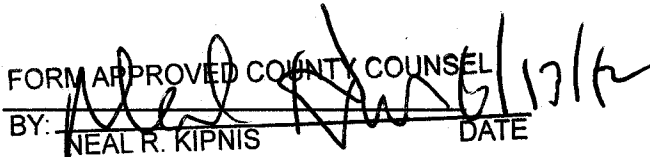

City Clerk

APPROVED AS TO FORM


James E. (Jeb) Brown
Supervising Deputy City Attorney

Approved as to form:

By:

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE

Dated:

356 JUN 19 2012



Department of Justice
Office on Violence Against Women

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Riverside
4080 Lemon Street
Riverside, CA 92501-3643

4. AWARD NUMBER: 2011-EW-AX-K007

5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2014
BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2014

6. AWARD DATE 09/21/2011

7. ACTION

Initial

1A. GRANTEE IRS/VENDOR NO.

956000943

8. SUPPLEMENT NUMBER

00

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Abuse of Women Later in Life Program

10. AMOUNT OF THIS AWARD

\$ 400,000

11. TOTAL AWARD

\$ 400,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 14041 - 14041b (OVW - Training)

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Susan B. Carbon
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Bob Buster
Chairman

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

10-12-11

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	A	EW	29	00	00		400000

21. EW11D00002



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

Cooperative Agreement

PAGE 2 OF 9

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct 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

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

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

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

Handwritten signature



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 3 OF 9

Cooperative Agreement

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office on Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/ccr-award-term.pdf> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The grantee 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, and OVW's implementing regulations at 28 CFR Part 90.
11. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
12. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
13. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of trainings funded by the Elder Program; and 2) number and type of people trained with funds provided by the Elder Abuse Program.
14. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
15. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

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Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 4 OF 9

Cooperative Agreement

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

16. The grantee agrees to allocate project funds as designated by the Office on Violence Against Women for allowable costs to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW and the issuance of a Grant Adjustment Notice (GAN) permitting such use. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.
17. The grantee will provide the Office on Violence Against Women (OVW) with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff propose to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the grants management system to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.
18. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
19. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. 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 Department of Justice, Office on Violence Against Women.
20. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
21. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: 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); or the placement of perpetrators in anger management programs.
22. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.

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Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 5 OF 9

Cooperative Agreement

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

23. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

24. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

- (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
- (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with 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.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

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Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 6 OF 9

Cooperative Agreement

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

25. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).

26. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with Riverside County to develop a multidisciplinary approach to addressing elder abuse in Riverside, California. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

- 1) Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
- 2) Monitor program development and implementation, and fulfill an oversight function regarding the project.
- 3) Review and approve content and format of the materials produced in conjunction with this project.
- 4) Approve sites and dates of all project related activities.
- 5) Provide input, re-direct the project, (including any training and/or technical assistance) as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.

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Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

Cooperative Agreement

PAGE 7 OF 9

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

27. TERMS OF THE COOPERATIVE AGREEMENT - STATEMENT OF RECIPIENT RESPONSIBILITIES

- 1) New Grantee Orientation: The grantee agrees to attend a new grantee orientation along with representatives from its Memorandum of Understanding (MOU) partners. The group attending the orientation must have a representative from each of the four types of required MOU partner organizations: a) law enforcement agency; b) prosecutor's office; c) a nonprofit, nongovernmental domestic violence victim services program or nonprofit, nongovernmental sexual assault victim services program; and d) a nonprofit program that serves older individuals. The orientation will provide grant and financial management information and provide an opportunity for exchange and coalition building between grantees and their partners.
- 2) Law Enforcement "Training of Trainers" Component: Each required MOU partner organization must send one representative to a four day law enforcement "training of trainers" component to become certified as a trainer for the project and work as part of a multi-disciplinary training team. This team shall consist of at least one law enforcement officer, one prosecutor, one domestic violence and/or sexual assault advocate and one representative from Adult Protective Services/aging network. Each representative will also work to add local information (statutes, resources, etc.) to the national curriculum, making it relevant for his or her community.
- 3) Law Enforcement Training: The grantee and its project partners commit to having their multi-disciplinary training team provide training to law enforcement in the community using the national curriculum. The training consists of 13 hours of training, and its contents may not be altered or edited, except as noted in the curriculum (i.e., the addition of local information such as statutes, resources, etc.). The grantee and its project partners agree to work with OVW and OVW-identified technical assistance providers to make continuing education credits available for those completing training.
- 4) Advanced Law Enforcement Training: The grantee and its project partners agree to provide a training opportunity for detectives and/or investigators in its jurisdiction on elder abuse, neglect, and exploitation. The grantee will work with OVW and OVW-identified technical assistance providers to identify and contract with OVW approved trainers to cover approved topic areas.
- 5) Prosecutors Workshop: The grantee and its project partners agree to send at least five prosecutors in its jurisdiction to attend the 2 ½ day national prosecutors training on elder abuse, neglect, and exploitation.
- 6) Judicial Institute: The grantee and its project partners agree to encourage judges in their jurisdiction to attend the 3 day national judicial institute on elder abuse, neglect, and exploitation.
- 7) Direct Service "Training of Trainers" Component: The grantee agrees to send the project coordinator, one representative from the victim services program and one representative from the non-profit organization that serves older individuals to a 2 day "training of trainers" component to become certified as a trainer for the project. Attendance at this component will require participants to travel to this OVW sponsored training event. Each representative will also work to add local information to the national curriculum, making it relevant for his or her community.
- 8) Direct Services Training: Each grantee must have one representative from the victim services program and one representative from the nonprofit organization that serves older individuals provide local two day trainings to governmental agency staff, victim assistants, and victim services providers. The two day training will use a curriculum that has been developed by national organizations and experts and approved by OVW. The curriculum may be taught in two days or broken into four ½ day modules.

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Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 8 OF 9

Cooperative Agreement

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

28. TERMS OF THE COOPERATIVE AGREEMENT - RECIPIENT RESPONSIBILITIES continued

9) Cross Training: The grantee and its project partners agree to conduct cross training for victim services organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations working with older individuals. The grantee will work with OVW and OVW-identified technical assistance providers to conduct this training locally. This cross training will focus on helping each discipline develop a better understanding of the role each plays in addressing elder abuse in their community.

10) Collaborative Community Response: The grantee and its project partners agree to create or enhance a multidisciplinary collaborative community response to elder abuse, neglect and exploitation. Each project partner will engage in a review of its own policies and protocols to determine the extent to which they are designed to aid in improving the identification, investigation, prosecution and adjudication of cases of elder abuse, exploitation and neglect, including domestic violence, dating violence, sexual assault and stalking.

11) Direct Victim Services: The grantee and its project partners agree to engage in a two phase effort to provide services to older victims.

a) Planning Phase: The grantee and its project partners agree to work with OVW and OVW-identified technical assistance providers to establish the groundwork for developing or enhancing outreach and services to older victims. The planning phase will be for 12 months. The planning phase may include, but is not limited to, the following activities:

- * Conducting a community needs assessment;
- * Developing a strategic plan for outreach and service delivery which will be submitted to OVW for review and approval prior to release of funds for the Implementation phase;
- * Providing training to staff; and
- * Reviewing agency policies and protocols to ensure that they are inclusive of older victims.

b) Implementation Phase: Upon successfully completing the planning phase, the grantee and its project partners will begin implementing outreach and the delivery of services to older victims. Funds included in the budget for the implementation phase will be placed on hold through a special condition to the award. These funds will not be released for access by grantees until they have been determined by OVW to have successfully completed the planning phase and have an acceptable implementation plan in place. During the implementation phase, the grantee and its project partners will continue working with OVW and OVW-identified technical assistance providers to successfully execute their implementation plan.

12) The award recipient agrees to submit all materials resulting from this agreement forty-five (45) days prior to public release for OVW review and approval. All materials (including video, DVD, website) shall be made accessible to individuals with disabilities.

13) The grantee agrees to make all training events accessible to individuals with disabilities.

14) The grantee agrees to submit one copy of all agendas and evaluation tools used at training events twenty (20) calendar days prior to use for OVW review. The grantee agrees to provide, if requested, a summary of data gathered through evaluation tools used at grant funded trainings sixty (60) calendar days after the request is received from OVW.

15) The grantee must agree to fully participate in evaluation of the program.

29. A hold in the amount of \$100,000 shall be placed on the award. The grantee may not obligate, expend or drawdown these funds until OVW determines that the grantee has successfully completed the planning phase, has an acceptable implementation plan in place, and the Program Office has issued a Grant Adjustment Notice (GAN) lifting this condition.

105



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

Cooperative Agreement

PAGE 9 OF 9

PROJECT NUMBER 2011-EW-AX-K007

AWARD DATE 09/21/2011

SPECIAL CONDITIONS

30. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to \$10,000. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.

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Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for County of Riverside

The Enhanced Training and Services to End Violence Against and Abuse of Women in Later Life program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in the Violence Against Women Act of 2005. The program's purpose is to increase and strengthen training for police, prosecutors and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals; provide or enhance services for older victims; create or support multidisciplinary collaborative community responses to older victims; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving older victims.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). authorized and revised in the Violence Against Women Act of 2005. The program's purpose is to increase and strengthen training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals.



Department of Justice
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2011-EW-AX-K007

PAGE 1 OF 1

This project is supported under 42 U.S.C. 14041 - 14041b (OVW - Training)

1. STAFF CONTACT (Name & telephone number)

Janice A. Green
(202) 616-6728

2. PROJECT DIRECTOR (Name, address & telephone number)

Sharon Campbell
Administrative Analyst
4075 Main Street
Riverside, CA 92501
(951) 955-0298

3a. TITLE OF THE PROGRAM

OVW FY 11 Abuse of Women Later in Life Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Abuse of Women Later in Life Program

5. NAME & ADDRESS OF GRANTEE

County of Riverside
4080 Lemon Street
Riverside, CA 92501-3643

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 400,000

10. DATE OF AWARD

09/21/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Enhanced Training and Services to End Violence Against and Abuse of Women in Later Life program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in the Violence Against Women Act of 2005. The program's purpose is to increase and strengthen training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of abuse, neglect, exploitation, domestic violence, and sexual assault against older individuals; provide or enhance services for older victims; create or support multidisciplinary collaborative community responses to older victims; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving older victims.

Riverside County will collaborate with the Riverside Police Department, the Riverside County District Attorney's Office, Alternatives to Domestic Violence, and the Riverside County Department of Public Social Services - Adult Services Division to develop a multidisciplinary approach to addressing elder abuse in their

community. Project partners will provide training opportunities to assist law enforcement, prosecutors, governmental agencies, victim assistants, and relevant officers of Federal, State, tribal, territorial, and local courts in recognizing, addressing, investigating, and prosecuting instances of elder abuse; provide or enhance services for victims of elder abuse; create or support multidisciplinary collaborative community responses to victims of elder abuse; and conduct cross-training for victim service organizations, governmental agencies, courts, law enforcement, and nonprofit, nongovernmental organizations serving victims of elder abuse, neglect, and exploitation, including domestic violence, dating violence, sexual assault, and stalking, who are 50 years of age or older. Riverside County and its partners will also engage in a review of their policies and protocols and agree to put in place a body of policies and protocols, based on multi-disciplinary collaboration, designed to aid in improving in the identification, investigation, prosecution and adjudication of cases of elder abuse, exploitation and neglect, including domestic violence and sexual assault.

CA/NCF

MEMORANDUM OF UNDERSTANDING

ENHANCED TRAINING AND SERVICES TO END VIOLENCE AGAINST AND ABUSE OF WOMEN LATER IN LIFE PROGRAM

The Riverside County District Attorney's Office (DA's Office) is submitting a grant proposal of which this Memorandum of Understanding (MOU) is a part, to the U.S. Department of Justice, Office on Violence Against Women (OVW) in response to a Solicitation for the OVW Fiscal Year 2011 Enhanced Training and Services to End Violence Against and Abuse of Women in Later Life Program.

The partners identified in this MOU will work collaboratively to provide **training and outreach and direct services** for victims who are 50 years of age or older (hereinafter "older victims") and have agreed to enter into a collaborative agreement in which **the DA's Office** will be the lead agency and named applicant and the other agencies will be partners in this application.

The Riverside County Board of Supervisors **designates** the DA's Office as the lead agency responsible for the administration of grant funds and the development and implementation of the grant application (Resolution Attached).

1. Partners

- a. **Riverside County District Attorney's Office** represents the People of the State of California in all criminal matters arising in Riverside County. With a budget of \$95.8 million and a staff of 750, the DA's Office is the 4th largest in California and the 15th largest in the nation. The 258 prosecutors and 492 support personnel serve the citizens of the county in nine branch offices throughout the county - from Temecula in the southwest to Blythe on the Colorado River. Their goal is to make Riverside County a safer place in which to live. Attorneys, with the help of investigators and other support personnel, prosecute felony, misdemeanor, and juvenile cases. The Division of Victim Services staff help victims and witnesses navigate the criminal justice system and help them recover expenses incurred because of crime.
- b. **Riverside County Department of Public Social Services - Adult Services Division (ASD)** goal is to protect and improve the well-being of the individuals and families who reside in Riverside County—especially those who cannot protect themselves. This is accomplished by providing many different forms of public assistance from pre-natal Medi-Cal services for low income women to subsidized in-home care for vulnerable seniors and disabled adults. ASD contributes to the safety and security of thousands of abused and neglected children and adults by serving as the county's child and adult protective services agency. Foster care, kinship care, In-Home Supportive Services, and adoption services are just a few of the programs available that provide protection for young and old alike. ASD's award winning "Curtailing Abuse Related to the Elderly" (CARE) program provides education and outreach for the community to assist in the prevention of financial abuse and consumer fraud.
- c. **Riverside Police Department's (RPD) priority is to promote** continued education to maximize training opportunities for its officers, command staff, and civilian employees. It is the intention of the Riverside Police Department not only to provide the reactive services

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

necessary to ensure public safety but also to commit to providing the proactive services that will enhance the unity within its community.

- d. **Alternatives to Domestic Violence (ADV)** has been providing services to victims of domestic violence and their families in Western Riverside County, California, since 1978. Services aimed at breaking the cycle of physical and emotional violence within families and the wider community include a 24-hour crisis line, emergency and transitional housing, outreach services to victims of domestic violence, individual and group counseling, life skills and job training, child development services, child and teen counseling and a range of training programs for legal professionals, first responders and employers in the identification of and response to domestic violence. ADV also provides cooperative support services related to domestic violence to organizations and agencies throughout Southern California.

2. History of Collaboration

This collaborative team has worked together since November 2005 as part of the **CARE Program**. **CARE TEAMS** are mandated by SB 2199, and their composition and rules of confidentiality are set by the Welfare and Institutions Code. There are 3 regional CARE teams, made up of 45 agencies, which meet monthly in Moreno Valley, Palm Desert and Hemet. Each team has about 50 members with 30-45 in attendance at every meeting. Members include representatives from ASD, all law enforcement jurisdictions, District Attorney, FBI, Mental Health, Public Health, Public Guardian, Social Security, Office on Aging, Community Care Licensing, Ombudsman, Private Attorney, Probate Investigations, and other agencies involved in the treatment and prevention of elder abuse in Riverside County. Team members share best practices to combat elder abuse and work together toward protection of the client and prosecution of the offender. Benefits of Team membership include an improved understanding of each agency's mandates and limitations; less duplication of services; a broader range of strategies and solutions to resolve cases; and improved cooperation among agencies.

The agencies referenced in this MOU have a rich history of working together. While bringing together partners from various areas of study can be challenging, all project team members share a common vision of justice, compassion, person-centered services, and the empowerment of older victims of who experience various forms of abuse.

3. Extent of Each Party's Participation

The MOU partners (representatives from the multidisciplinary team—District Attorney's Office, Riverside Police Department, Department of Public Social Services, and Alternatives to Domestic Violence) met to discuss the **ENHANCED TRAINING AND SERVICES TO END VIOLENCE AGAINST AND ABUSE OF WOMEN LATER IN LIFE PROGRAM**. Ideas for next steps were captured in meeting notes and team members have suggested strategies for implementation of the elder abuse training program. Many of the suggestions are a result of input and experience of the current CARE program. Through electronic communications, the MOU partners committed to planning for the development of the grant proposal. MOU partners volunteered to take responsibility for various sections of the grant proposal and contributed to a final product which was reviewed and approved by all partners. This approach reflects the spirit and best practice of the partners.

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

4. Roles and Responsibilities

a. **Riverside County District Attorney's Office** will act as administrative agent and provide overall grant management. The DA's Office will have the elder abuse Deputy District Attorney serve as the Project Coordinator to oversee project activities. Staff of the partner divisions will provide expertise in their respective fields and facilitate access to community providers with additional expertise as needed.

The DA's Office is responsible for coordinating monthly and quarterly multidisciplinary meetings, managing communications, administering grant funds, maintaining a work schedule, and providing fiscal and program accountability. The DA's Office will integrate needed systems supports to promote sustainability, such as changes in contractual language, training standards, and staff functions.

The DA's Office commits to the following:

- **Grantee Orientation**: Send **four** representatives from the multidisciplinary team (District Attorney's Office (Project Coordinator), Riverside Police Department, Department of Public Social Services - Adult Services Division, and Alternatives to Domestic Violence) to attend a three day grantee orientation sponsored by OVW.
- **Mandatory Law Enforcement "Training of Trainers" (TOT) Component**: Send **four** representatives from the multidisciplinary team (District Attorney's Office (Project Coordinator), Riverside Police Department, Department of Public Social Services, and Alternatives to Domestic Violence) to a mandatory OVW-sponsored four day training of trainers. These representatives will be a prosecutor, law enforcement officer, victim services advocate (outreach services director), and ASD regional manager. Two additional back-up trainers will also attend the OVW-sponsored four day training.
- **Mandatory Law Enforcement Training**: The multidisciplinary training team will provide **(1)** two-day (13 hour) local law enforcement training in **Year 1** of the project. The 13-hour training will use a curriculum developed by a national organization and experts and approved by OVW. It will be taught in two days or broken into four ½ day modules. Each class will have a maximum of 30 participants. The training is interactive and based on adult learning principles. OVW and Abuse in Later Life Program Technical Assistance providers will assist the DA's Office in identifying the national curriculum. **Commitment letters are attached.**
- **Mandatory Advanced Law Enforcement Training**: The DA's Office will bring national expert(s) to provide **(1)** advanced half-day training locally for detectives and investigators in **Year 2** of the project. OVW and Abuse in Later Life Program Technical Assistance providers will assist the DA's Office in identifying the national experts. **Commitment letters are attached.**
- **Mandatory Prosecutors' Course**: Send **(5)** prosecutors to attend a two and a half day national prosecutors' course on elder abuse. Date and location to be determined by OVW.

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

- **Judicial Institute:** Three judges from Riverside County will attend a four day national judicial institute on elder abuse, neglect, and exploitation. Date and location to be determined by OVV. **Commitment letters are attached.**
- **Mandatory Direct Services “Training of Trainers” Component:** One representative from ADV and one representative from ASD and the Project Coordinator will attend the mandatory two and a half day OVV-sponsored training of trainers on providing services to older victims in **Year 1** of the project.
- **Mandatory Direct Services Training:** One representative from ADV and one representative from ASD will provide **(1)** day and a half day trainings to governmental agency staff, victim assistants, and victim services providers in **Year 2** of the project. The 12-hour training will use a curriculum developed by a national organization and experts and approved by OVV. It will be taught in one and a half days or broken into three half day modules. Each class will have a maximum of **30** participants. The training is interactive and based on adult learning principles. OVV and Abuse in Later Life Program Technical Assistance providers will assist the DA's Office in identifying the national curriculum. **Commitment letters are attached.**
- **Mandatory Cross-Training:** The DA's Office and MOU partners will conduct a local half day cross training event for **30** representatives from victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims in **Year 1** of the project. The trainers (including travel costs) for this event will be provided by the OVV Abuse in Later Life Program's Technical Assistance Provider. Training space will be provided by the DA's Office, ASD or RPD. **Commitment letters are attached.**
- **Collaborative Community Responses:** The MOU partners (Riverside County District Attorney's Office, Riverside Police Department, Riverside County Department of Public Social Services - Adult Services Division, and Alternatives to Domestic Violence) agree to enhance a multidisciplinary collaborative community response to elder abuse, neglect and exploitation in Year 1 of the project. To this end, the MOU partners will work closely with our existing collaborative partners, to include, all law enforcement agencies within our jurisdiction, FBI, California Department of Justice, Mental Health, Public Health, Public Guardian, Social Security, Office on Aging, Community Care Licensing, Ombudsman, Private Attorneys, Probate Investigations, and other agencies involved in the treatment and prevention of elder abuse in Riverside County. We will continue to share best practices to combat elder abuse and work together toward protection of the elderly and prosecution of the offender.

Currently, our collaborative efforts focus primarily on financial elder abuse. Our current efforts fail to give adequate attention to physical elder abuse, and do not focus specifically on the abuse of elderly women. The MOU partners will expand this collaborative community response to focus on domestic violence directed against women over 50. The MOU partners will rely on the technical assistance from OVV in order to develop a multidisciplinary response to improve the identification, investigation and prosecution of elder abuse, exploitation and neglect, to include sexual assault, domestic violence, dating violence and stalking. In addition, the MOU partners will seek to expand our community response to abused women over 50 to historically underserved communities in our jurisdiction, such as Native American and agricultural migrant communities. The collaborative community response will be further expanded to

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

include training provided to the judiciary and probation department in order to ensure offenders are held accountable for their actions, and also to ensure offenders will receive programs aimed at preventing a recurrence of the violence.

- **Providing or Enhancing Services for Older Victims:** In Year 2 and 3, the DA's Office will work with OVW and Abuse in Later Life Program Technical Assistance providers to establish the groundwork for enhancing outreach and services to older victims. The planning phase will be for 12 months. The **planning phase** will include: a community needs assessment; reviewing agency policies and protocols to ensure that they are inclusive of older victims; providing training to staff; and developing a strategic plan for outreach and service delivery which will be submitted to OVW for review and approval.

Implementation Phase: Upon successfully completing the planning phase and upon receipt of OVW approval of the strategic plan for outreach and service delivery, the DA's Office in collaboration with ASD and Alternatives to Domestic Violence will begin implementing outreach and the delivery of services to older victims.

- **Evaluation:** The DA's Office and MOU partners agree to fully participate in an evaluation of the project, as established by OVW.
- **Progress Reports:** The DA's Office will report on performance measures and grant-funded activities through the timely submission of semi-annual progress reports.

- b. **Riverside County Department of Public Social Services - Adult Services Division** will support the project through the participation of Lisa Shiner, Deputy Director and Dorothy Miller, Coordinator on the planning team. Additional ASD staff will support project activities as needed, i.e. training, policy, and administrative. ASD will provide space for the planning team meetings. ASD will provide expertise in all aspects of elder abuse and they will provide linkage to the CARE team for grant funded direct services and outreach activities.

ASD commits to the following:

- Send **one** representative to attend a three day OVW sponsored grantee orientation;
- Send **one** elder abuse representative to an OVW sponsored mandatory two and a half day training of trainers on providing services to older victims in **Year 1** of the project;
- Providing **(1)** local one and half day direct services trainings to **30** representatives from governmental agency staff (including ASD), victim assistants, and victim services providers during each year of the funding cycle in **Year 2** of the project. **Commitment letters are attached;**
- Send **eleven** Adult Services Division staff to the local one and a half day direct services for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims to enhance their skills and abilities in **Year 2** of the project;
- Provide direct services and outreach to older victims during **Year 2 and 3** of the project;
- Commit to making enhancements in administrative and programmatic supports (policy, resource development, and training) which will improve services for victims 50 years of age or older who experience abuse;
- Along with project partners, conduct a local half day **cross training** event in **Year 1**; and
- Collaborate with MOU partners to develop brochures to increase awareness.

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

- c. **Riverside Police Department** will support the project through the participation of Lt. Ed Blevins on the planning team. An assigned law enforcement officer will support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, and administrative activities.

Riverside Police Department commits to the following:

- Send **one** representative to attend a three day OVV sponsored grantee orientation;
 - Send **one** law enforcement officer to the OVV sponsored four day "Mandatory Law Enforcement Training of Trainers" event;
 - Participate as part of the multidisciplinary team in **(1)** two-day (13 hour) local law enforcement training; and in a local **half day** cross training event for victims services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with victims. Both trainings to be facilitated in **Year 1** of the project;
 - Send **two** law enforcement personnel to the local two-day (13 hour) "Mandatory Law Enforcement Training";
 - Send **two** law enforcement personnel (detectives and investigators) to the local "Mandatory **Advanced** Law Enforcement Training"; and
 - Along with project partners, conduct a local half day **cross training** event in **Year 1**.
- d. **Alternatives to Domestic Violence** will support the project by providing a unique opportunity for communities to increase their understanding and knowledge around abuse and violence through training, direct services and outreach. An assigned Outreach Services Director will support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.

ADV commits to the following:

- Send **one** representative to attend a three day OVV sponsored grantee orientation;
- Send **one** representative to an OVV sponsored mandatory two and a half day training of trainers on providing services to older victims;
- Provide **(1)** local one and half day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle;
- Send **five** victim services advocate (s) to the local one and a half day direct services to enhance their skills and abilities;
- Send **five** victim services advocate (s) to a local half day cross training event for victim services organizations, governmental agencies, the courts, law enforcement agencies, and organizations working with older victims;
- Provide direct services and outreach to older victims during **Year 2** and **3** of the project;
- Collaborate with MOU partners to develop brochures to increase awareness; and
- Along with project partners, conduct a local half day **cross training** event in **Year 1**.

5. Commitment to Achieve Stated Goals

The MOU partners demonstrates—based on the history of the relationship, that they have dedicated staff, agency resources, and shared expertise to accomplish the goals of the project. The multidisciplinary team will meet on a **monthly** basis in Year 1 and on a **quarterly** basis in Year 2 and 3.

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

Through our collaborative efforts on the CARE team, we have wrestled with the tough issues that impact older communities; however we have learned to have tolerance and more importantly respect for the experiences and perspective of government, advocacy groups, and service providers which may differ from our own. It is with this experience that we stand committed to enhancing elder abuse services and advocating for older victims, as we believe it is our responsibility to make a difference in the lives of victims. By signing this MOU, all partners assert their commitment to achieving the goals as described in the grant proposal.

6. Budget

The proposed budget was designed to support the success of grant activities and direct the monies toward facilitating systems level change. All MOU partners agree with the budget as proposed.

7. Resources

Time: All MOU partners agree to commit staff time to the planning team which will meet at a minimum one half day per month. Each agency will support subcommittee work, product development, and plan activities with staff as needed. Each agency will chair or lead in one specific activity. Additionally, the DA's Office will commit staff as Project Coordinator and each program division will have staff on planning committee, policy committee and any other relevant committees which may be developed as a result of the grant.

Space: The DA's Office, ASD and RPD will provide space for monthly/quarterly multidisciplinary and subcommittees meetings. Training space will also be provided by the DA's Office, ASD and RPD.

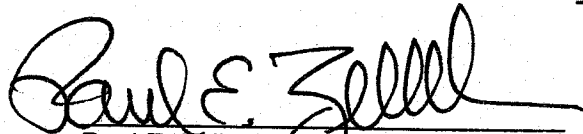
Training: MOU partners (District Attorney's Office, Riverside Police Department, Department of Public Social Services, and Alternatives to Domestic Violence) have training staff available to assist in design and implementation of cross-training modules.

In-Kind Contributions: MOU partners will provide in-kind contributions (i.e. staffing, outreach materials, etc) on an as needed basis.

Should the proposal to OVW be accepted and awarded a grant, the project partners would agree to implement the activities as described in the grant proposal. Accordingly, the following partners have entered into the Memorandum of Understanding.

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

Signature Page



Paul E. Zellerbach, District Attorney
Riverside County
3960 Orange Street
Riverside, CA 92501

March 25, 2011

Date

DA's Office MOU – Enhanced Training and Services To End Violence
Against and Abuse of Women Later in Life Program

Signature Page

Susan Loew

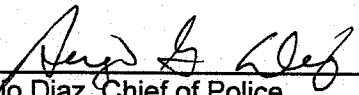
Susan Loew, Director
Riverside County Department of Public Social Services
Adult Services Division
4060 County Circle
Riverside, CA 92503

3/24/11

Date

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Against and Abuse of Women Later in Life Program

Signature Page

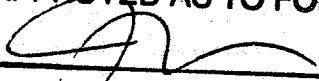


Sergio Diaz, Chief of Police
Riverside Police Department
4102 Orange Street
Riverside, CA 92501

3-24-11

Date


APPROVED AS TO FORM



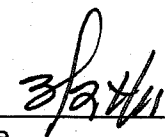
James E. (Jeb) Brown
Supervising Deputy City Attorney

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Against and Abuse of Women Later in Life Program

Signature Page



Eliza Daniely-Woolfolk, CEO
Alternatives to Domestic Violence
P.O. Box 910
Riverside, CA 92502



Date