

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: DISTRICT ATTORNEY *31*

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE August 4, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Contract for Fiscal Year 2009-2010 between the Victims' Compensation and Government Claims Board and the District Attorney's Office for a Paralegal to Track, Research and Report on Restitution to Victims of Violent Crimes

STAFF RECOMMENDATIONS:

1. Approve the contract between the Victims' Compensation and Government Claims Board and the District Attorney's Office in the amount of \$61,000.
2. Authorize the District Attorney to sign the contract and approve the grant award agreement including any extensions or amendments.
3. Approve a formal resolution to be submitted to the Victims' Compensation and Government Claims Board accepting the grant award.
4. Authorize the Auditor-Controller to increase revenues and appropriations by \$878.

FISCAL IMPACT:

The total grant funding for this program is \$61,000. The Fiscal Year 2009-2010 Proposed Budget anticipated funding of \$60,122 from previous year funding. A budget journal will be submitted after approval from granting agency has been received for the \$878 in increased funding. The grant amount is not adequate to cover the full cost of the Paralegal position that is allocated to this program due to increased salary and health insurance costs. The funded amount of \$61,000 covers 79% of the funded position for FY 2009-2010, which leaves a projected shortfall of \$16,762. The commitment of the District Attorney's Office in providing services to victims will continue as the shortfall will be funded from (cont.)

BOARD ACTION AS FOLLOWS:

No. 2009-515

On motion of Supervisor Chiesa, Seconded by Supervisor Grover and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Contract for Fiscal Year 2009-2010 between the Victims' Compensation and Government Claims Board and the District Attorney's Office for a Paralegal to Track, Research and Report on Restitution to Victims of Violent Crimes

FISCAL IMPACT CONT.

the Department's General Fund Criminal Division 2009-2010 adopted Proposed Budget.

DISCUSSION:

The Victim Compensation and Government Claims Board assists victims of violent crimes by providing for the payment of medical bills and other losses. The Victims Compensation and Government Claims Board receives funding through the State Restitution fund, which is collected through fines and restitution orders levied against individuals convicted of crimes. In order to continue assisting these victims, the Victims Compensation and Government Claims Board must insure that restitution fines and orders are requested by the District Attorney's offices and imposed on defendants by the courts. To accomplish this, the Victims Compensation and Government Claims Board requested that the Stanislaus County District Attorney's office enter into a contract to provide a position of paralegal to research, track and report data to the Revenue Recovery and Compliance Division of the Victims Compensation and Government Claims Board. This collaboration was initiated in Fiscal Year 1999-2000 and has been a successful program. The Victims Compensation and Government Claims Board have requested that the program be continued for 2009-2010.

Victims of violent crimes deserve to be made whole, as much as humanly possible, by the perpetrator. To do this, these cases must receive the appropriate attention at their onset in the criminal justice system. The paralegal assigned to this contract identifies and tracks offenders, determines the amount of loss the victim has incurred, notifies the Deputy District Attorney of the amount and requests that an appropriate order be requested of the court.

POLICY ISSUES:

Acceptance of this contract will help the District Attorney's office continue to meet the Board's goal of a safe, healthy community by providing assistance to victims of violent crimes in receiving appropriate restitution from the perpetrators.

STAFFING IMPACTS:

There are no staffing impacts at this time.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: August 4, 2009

No. 2009-515

On motion of Supervisor Chiesa Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # \*B-5

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, the Stanislaus County Board of Supervisors desires to continue a certain project designated the VICTIM RESTITUTION PROGRAM to be funded from funds made available through the VICTIM RESTITUTION PROGRAM administered by the VICTIMS COMPENSATION AND GOVERNMENT CLAIMS BOARD (hereafter referred to as VCGCB).

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Stanislaus County is hereby authorized, on its behalf to accept an agreement from VCGCB, for the period July 1, 2009 through June 30, 2010, and is authorized to sign and approve on behalf of the Stanislaus County Board of Supervisors the Grant Award Agreement including any extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and VCGCB disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall be used consistent with the grant award and shall not be used to supplant expenditures controlled by this body.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California

  
\_\_\_\_\_

File No.



AGREEMENT NUMBER <b>VCGC9082</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
 CONTRACTOR'S NAME  
**COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE**
- The term of this Agreement is: **JULY 1, 2009** through **JUNE 30, 2010**
- The maximum amount of this Agreement is: **\$61,000.00**  
 Sixty one thousand dollars and no cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	Pages 2-5
Exhibit B – Budget Detail and Payment Provisions	Pages 6-7
Exhibit B-1 – Budget Page	Page 8
Exhibit C* – General Terms and Conditions (GTC-307)	Page 9
Exhibit D – Special Terms and Conditions	Pages 10-15
 Attachment I – VCGCB Information Security Policy 06-00-003	 Pages 1-5
Attachment II – Confidentiality Statement	Page 1
Attachment III – Sample Invoice and Invoicing Instructions	Page 1-3
Attachment IV - Approved Travel Reimbursement Rates	Page 1-5
Attachment V - Equipment Purchase Authorization Form	Page 1

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>6-5-09</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Birgit Fladager, District Attorney</b>		
ADDRESS <b>832 12<sup>th</sup> Street, Suite 300 Modesto, CA 95354</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JULIE NAUMAN, EXECUTIVE OFFICER</b>		
ADDRESS <b>400 "R" STREET, SACRAMENTO, CA 95811</b>		

Exempt per:

## EXHIBIT A

### SCOPE OF WORK

The Victim Compensation and Government Claims Board (hereinafter, "VCGCB") and the District Attorney agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

#### 1. SCOPE OF WORK

The VCGCB and the District Attorney agrees that:

- a. The Criminal Restitution Compact Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure the imposition of the following :
  - i. Restitution orders in all appropriate cases involving a victim who has filed a claim with the VCGCB;
  - ii. Restitution fines on all convicted offenders;
  - iii. Parole revocation restitution fines in all cases in which the offender who receives parole;
  - iv. Diversion restitution fees for all diverted offenders; and
  - v. Probation revocation restitution fines in all cases in which the offender's sentence may include a period of probation.
- b. The Specialist shall facilitate contact and attend meetings between the VCGCB and the county collection entity(ies) to discuss ways of increasing collections of restitution orders and fines.
- c. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- d. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
- e. The District Attorney (or his or her designee) and the VCGCB's Executive Officer (or his or her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.
- f. This contract shall be modified if its terms are determined to be inconsistent with applicable law, or as otherwise necessary.
- g. The District Attorney shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney shall notify the VCGCB of the resignation or termination of any Specialist assigned to perform the functions of this contract within five (5) business days of being notified of the resignation or of issuing the notice of termination. The District Attorney shall obtain written authorization prior to filling vacant or new positions, or prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval for filling the vacant or new positions will be based upon the VCGCB's review of the workload and upon availability of funds.

**EXHIBIT A**

**SCOPE OF WORK**

- h. The District Attorney shall notify the VCGCB when a Specialist assigned to perform the functions of this agreement has been absent, or is expected to be absent, for any reason, longer than three (3) weeks.
- i. When the Specialist is on leave, including vacation, sick or annual leave, the VCGCB shall compensate the District Attorney for that period of time only if the Specialist accrued the leave during the time the Specialist was assigned to perform the functions described in this agreement. The District Attorney agrees to provide, at the VCGCB's request, documentation verifying accrual leave under the agreement.
- j. The Specialist may not work overtime without prior written authorization from the VCGCB. The VCGCB reserves the option of not reimbursing overtime that is not first requested and approved in writing.
- k. The Specialist shall assist VCGCB in probate related matters within their county. The Specialist shall notify the VCGCB Lien Section if they discover that the victim has filed a civil suit, vehicle insurance claim, or any other similar action as a direct result of the incident that led them to file an application for VCGCB benefits.
- l. The Specialist shall have access to the necessary court records to monitor cases associated with claims identified in paragraph "k" above, as they proceed through the criminal or juvenile justice system.
- m. When the Specialist receives notice that a victim has filed for VCP assistance prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the VCP, if any, and any other information necessary from the VCGCB's claims processing system, and provide this information to the prosecuting attorney. (see Exhibit D)
- n. The prosecuting attorney shall submit the information described in paragraph "m" above to the court and request that the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a restitution order for an amount equal to that which the VCP has paid on the associated claim(s); a restitution order for an amount "to be determined" (if the VCP has not made a payment on the associated claim(s)); and/or a diversion restitution fee.
- o. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, in addition to notifying the prosecutor of the amount of assistance granted by the VCP, if any, pursuant to paragraph "m" above or the Specialist shall also provide the probation department with the same information and request that the probation department include the information in its PSI.

**EXHIBIT A**

**SCOPE OF WORK**

- p. The Specialist shall provide the VCGCB with information concerning the final disposition of juvenile and adult criminal cases associated with claims filed with the VCP within thirty (30) calendar days of the judge imposing the restitution order and fine.
- q. After sentencing has occurred the Specialist is required to ensure that the restitution order/fine is collected by the appropriate collection agency in the county.
- r. CRC Specialist Monthly Status Reports must be completed and submitted within 15 days after the end of the month and sent to VCGCB.
- s. The Specialist shall monitor, in the VCGCB's computer system (CDTS & CARES), VCP claims associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders every six months from the date of sentencing. When payments on a claim reach \$500, the Specialist shall notify the prosecuting attorney, District Attorney, probation department, and/or other appropriate District Attorney staff that the TBD restitution order needs to be amended / modified. The Specialist shall provide a copy of the notification to the VCGCB. In all cases, one year before the offender is terminated from parole or probation, the Specialist shall seek a modification of the TBD restitution order to reflect the current payout. The VCGCB shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The VCGCB shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested. The VCGCB will measure the performance of this provision quarterly by analyzing the number of TBD restitution orders amended, in relation to the number of convicted offenders whose victims have received benefits from the VCGCB. The Specialists will enter all information into the VCGCB CDTS system.
- t. The VCGCB shall provide a custodian of records to be available for testifying at restitution hearings.
- u. The VCGCB and the Specialist shall each conduct training and outreach regarding restitution and collection to agencies in the District Attorney's county. This includes initial and ongoing restitution-related training for the Specialist.
- v. Representative of the VCGCB and the District Attorney's Office shall meet with agencies in the District Attorney's county to promote the appropriate assessment and collection of restitution fines, parole and probation restitution fines, restitution orders, and diversion restitution fees.
- w. The Specialist shall serve as a county resource on restitution issues, statutes, and case law. To this end, the Specialist shall assist victims in obtaining restitution whether or not they have filed claims with the VCP. The Specialist shall engage in the following activities no more than 25% of his/her time: assisting victims in obtaining restitution orders for losses incurred as a direct result of a crime; assisting victims in enforcing their restitution orders as civil/money judgments; and/or, assisting victims with the preparation of evidence to obtain a restitution order.

**EXHIBIT A**

**SCOPE OF WORK**

- x. The Specialist shall provide monthly timesheets and monthly activity reports in a format provided by the VCGCB. Timesheets are due on the 15<sup>th</sup> of every month. Monthly reports are due on the 15<sup>th</sup> of the month after the end of each month. These documents are subject to revision by the VCGCB at any time.
- y. The Specialist must spend a minimum of 75% of his or her time performing the work described in Exhibit A – 1a through 1x, excluding 1t, and directly related to the imposition and collection of restitution orders. The other 25% of the Specialist’s time shall be dedicated to activities described in Exhibit A – 1x, and all those activities related to restitution fines described in Exhibit A 1a-1x. The Specialist shall document his or her activities by using regular time and attendance records approved by the VCGCB. These records shall be forwarded to the VCGCB on a monthly basis as attachments to the monthly invoices, as well as in electronic format. This documentation is necessary for the VCGCB to be reimbursed for restitution activities from the administrative cost portion of the VCGCB's federal VOCA grant. Failure to keep and maintain the records required by this section may result in the District Attorney’s Office not being compensated under this contract for those activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: Stanislaus County
Name: Pat Valencia-Carlson Deputy Executive Officer	Name: Birgit Fladager, District Attorney
Phone: (916) 491-3505	Phone: (209) 525-5550
Fax: (916) 491-6420	Fax: (209) 525-5545

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: Stanislaus County
Section/Unit: Fiscal Services Division	Section/Unit: Restitution
Attention: Lynnette Freitag, Budget Manager	Attention: Barbara Roehrick, Paralegal
Address: 400 "R" Street, 5 <sup>th</sup> Floor Sacramento, CA 95811	Address: 832 12 <sup>th</sup> Street, Suite 300 Modesto, CA 95354
Phone: (916) 491-3709	Phone: (209) 525-5550
Fax: (916) 491-6447	Fax: (209) 525-5545



**EXHIBIT B**

**BUDGET DETAIL AND PROVISIONS**

**1. INVOICING AND PAYMENT**

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this agreement, and as reflected in the attached budget.
- b. Invoices shall include the agreement number, employee name, position/classification, and time base. Invoices and timesheets/attendance records shall be submitted no later than the 15<sup>th</sup> of the month to:

Victim Compensation and Government Claims Board  
Attn: Fiscal Services Division/Accounting Section  
400 "R" Street, Suite 500  
Sacramento, CA 95811

- c. All contract line item allocations and expenditures are subject to the review and approval of VCGCB.
- d. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2010 for fiscal year 2009/10. The final reimbursement to the District Attorneys' Office shall be contingent upon the receipt and approval of the closeout invoice by the VCGCB.

**2. BUDGET CONTINGENCY CLAUSE**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the VCGCB shall have no liability to pay any funds whatsoever to the District Attorney's Office or to furnish any other considerations under this agreement and the District Attorney's Office shall not be obligated to perform any provisions of this agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the VCGCB shall have the option to either cancel this agreement with no liability occurring to the VCGCB, or offer an amendment to the agreement to the District Attorney's Office to reflect the reduced amount.
- c. The District Attorney's Office shall be paid by the VCGCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Criminal Justice Programs Division, Office of Emergency Services.
- d. The VCGCB reserves the right to disencumber contract monies at anytime during the contractual relationship for reasons substantiated by the VCGCB. Notification will be provided to the county before any action is taken.

**EXHIBIT B**

**BUDGET DETAIL AND PROVISIONS**

3. PROMPT PAYMENT CLAUSE

The VCGCB shall pay all properly submitted, undisputed invoices within forty-five (45) days of receipt, in accordance with Chapter 4.5 of the Government Code commencing with Section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed \$61,000.00 for fiscal year 2009/10. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

5. REDUCTION OF CONTRACT AMOUNT

The VCGCB reserves the right to reduce the amount of the contract if the VCGCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary.

# BUDGET WORKSHEET

FY 2009/10  
(Standard Agreement)

Exhibit B-1  
County of  
Agreement Number VCGCXXXX

<b>County and Agency: STANISLAUS COUNTY DISTRICT ATTORNEY</b>			
<b>Personnel Expenses</b>	<b>2009-2010 BUDGET</b>	<b>Salary / Hourly Rate Range</b>	<b>Timebase</b>
<b>SALARIES AND WAGES</b>			
Name: Barbara Roehrick	\$43,437.00	3,619.75/month	100%
Name:		(award amt covers 79% salary)	
Name:			
Name:			
Name:			
<b>FRINGE BENEFITS</b>			
		<b>PERCENTAGE OF SALARY / DESCRIPTION</b>	
Name: Barbara Roehrick	\$17,563.00	29%/Paralegal	
Name:			
Name:			
Name:			
Name:			
<b>TOTAL PERSONNEL EXPENSES</b>			
		<b>\$61,000.00</b>	
<b>Operating and Overhead Expenses</b>			
		<b>DESCRIPTION OF EXPENSES</b>	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
***Other (SPECIFY)			
<b>TOTAL OPERATING EXPENSES</b>			
<b>TOTAL BUDGET</b>			
		<b>\$61,000.00</b>	

\* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

\*\*Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board prior to purchase. All requests must be submitted on the *Equipment Authorization/Justification* form. Note: The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

\*, \*\*, and \*\*\* In detail, please specify what expenses are included for each of these line items.