

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

DEPT: DISTRICT ATTORNEY *AD*

BOARD AGENDA # *B-9

Urgent

Routine

AGENDA DATE June 5, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Contract for July 1, 2012 through June 30, 2013 between the Victim 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 Victim Compensation and Government Claims Board and the District Attorney's Office in the amount of \$63,853.
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 Victim Compensation and Government Claims Board accepting the grant award.

FISCAL IMPACT:

The total grant funding of \$63,853 is reflected in the Fiscal Year 2012-2013 Proposed Budget and is the same amount as awarded last fiscal year. The grant amount is not adequate to cover the full cost of the Paralegal position that is allocated to this program due to increased employee retirement benefit costs. The funded amount covers 77% of the funded position, leaving a projected shortfall of \$19,110 (compared to 83% coverage and a \$13,149 shortfall for Fiscal Year 2011-2012). The commitment of the District Attorney's Office in providing services to victims will continue as the shortfall will be funded from the Department's General Fund 2012-2013 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2012-273

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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 the Contract for July 1, 2012 through June 30, 2013 between the Victim 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

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 Victim 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 Victim 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 Victim 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 Victim Compensation and Government Claims Board. This collaboration was initiated in Fiscal Year 1999-2000 and has been a successful program. The Victim Compensation and Government Claims Board has requested that the program be continued for Fiscal Year 2012-2013.

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 priority of A Safe Community by providing assistance to victims of violent crimes in receiving appropriate restitution from the perpetrators.

STAFFING IMAPCTS:

With approval of this contract, existing staff in the District Attorney's Office will administer the Victim Compensation and Government Claims Board contract and a Paralegal will continue to be authorized and partially funded for the 2012-13 fiscal year.

CONTACT:

Birgit Fladager, District Attorney (209) 525-5550

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

Date: June 5, 2012

No. 2012-273
No.

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-9

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 this contract from VCGCB for the period July 1, 2012 through June 30, 2013, 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



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)



AGREEMENT NUMBER VCGC2087
REGISTRATION NUMBER

1. 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
2. The term of this Agreement is: **JULY 1, 2012** through **JUNE 30, 2013**
3. The maximum amount of this Agreement is: **\$63,853.00**
 Sixty-three thousand, eight hundred fifty-three dollars and no cents
4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 610)	1 Page
Exhibit D – Special Terms and Conditions	7 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – VCGCB Confidentiality Statement	1 Page
Attachment IIb - CalVCP Confidentiality Statement	3 Pages
Attachment III – Invoicing Instructions and Invoice Worksheet	3 Pages
Attachment IV – Equipment Purchase Justification/Authorization Request Form	2 Pages
Attachment V – County Inventory Form	1 Page

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.

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Birgit Fladager		
ADDRESS 832 12TH STREET, SUITE 300, MODESTO, CA 95354		
STATE OF CALIFORNIA		
AGENCY NAME VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS 400 "R" STREET, SUITE 500 SACRAMENTO, CA 95811		

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 (CRC) 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 or derivative victim who has filed a claim with the California Victim Compensation Program (CalVCP) and where monies have been paid or are expected to be paid on behalf of the direct victim or any other qualifying applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender 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 includes a period of probation.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
- d. The District Attorney (or his/her designee) and the VCGCB's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the CalVCP as they proceed through the criminal or juvenile justice system. The Specialist must contact the VCGCB's Restitution Analyst immediately with specific information to prevent any potential overpayments as a result of an incorrect award, if it is discovered that the victim or derivative victim is no longer eligible as defined under Government Code Section 13956:
 - Participation in the crime;
 - Involvement in the crime;
 - Lack of cooperation with law enforcement or the CalVCP;
 - Felon.
- f. When the Specialist receives notice that a victim or derivative victim has filed for CalVCP 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 application processing system, and provide this information to the District Attorney's Office for the purpose of obtaining a board or victim restitution order (see Exhibit A - 1a).

EXHIBIT A

SCOPE OF WORK

- g. The District Attorney shall submit the CalVCP payment information (initial and subsequent), as described under Exhibit A.1a, 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 CalVCP has paid on the associated claim(s); a restitution order for an amount "to be determined" (if the CalVCP has not made a payment on the associated claim(s)); and/or a diversion restitution fee.
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the CalVCP payment information and request that the probation department include the information in its PSI.
- i. The Specialist shall enter into the VCGCB's computer systems (CDTS (Criminal Deposition Tracking System)/CaRES(Compensation and Restitution System)) the final disposition status of juvenile and adult criminal cases associated with applications filed with the CalVCP within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (per the CR-110s and/or Minute Orders) is forwarded to the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSS) or the local collection entity. The Specialist shall provide a quarterly report to the VCGCB's Restitution Section on the status of imposition of restitution orders and fines associated with CalVCP applications.
- k. The Specialist shall monitor, in the VCGCB's computer systems (CDTS and CaRES), CalVCP applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via their Criminal Disposition (CD) cases in the Post-Disposition Follow-Up (PDFU). The Specialist shall provide a copy of the notification to the VCGCB. The VCGCB shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The VCGCB's Custodian of Records shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested.
- l. The Specialist shall respond to the VCGCB Probate Analyst on probate-related matters within five (5) business days of a request for information.
- m. The Specialist will cooperate with CDCR in the modification of board and victim orders.
- n. The Specialist shall notify the VCGCB's Restitution Analyst, upon discovery, that the victim has filed a civil suit, vehicle insurance claim, Workers' Compensation or has received another type of reimbursement that could be used to offset any losses that the victim or derivative victim may have as a direct result of the crime.
- o. The Specialist shall respond to the VCGCB's Custodian of Records on restitution-related matters within five (5) business days of the request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the

EXHIBIT A

SCOPE OF WORK

collections of, restitution orders and fines. This may include placing liens on any property owned by the offender and/or wage garnishments.

- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist must dedicate 100% of his or her time performing the work (described in Exhibit A.1a –A.1r) that is directly related to the imposition and collection of restitution orders. The Specialist shall document his or her activities by using regular time and attendance records in a format approved by the VCGCB. These records shall be forwarded to the VCGCB on a monthly basis in an electronic format prescribed by the VCGCB by no later than the 15th of the following month. This documentation is necessary for the VCGCB to be reimbursed for restitution activities from the administrative cost portion of the VCGCB's 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 these 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 District Attorney's Office
Name: Chris Lackey Revenue Recovery Manager Administration and Finance Division	Name: Birgit Fladager
Phone: (916) 491-3636	Phone: (209) 525-5550
Fax: (916) 491-6448	Fax: (209) 558-4051
Email: Chris.Lackey@vcgcb.ca.gov	Email: birgit.fladager@standa.org

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: Stanislaus County District Attorney's Office
Section/Unit: Business Services Section	Section/Unit: Restitution
Attention: Megan Hawk Contracts Analyst	Attention: Barbara Roehrick
Address: 400 "R" Street, Suite 426 Sacramento, CA 95811	Address: 832 12th Street, Suite 300 Modesto, CA 95354
Phone: (916) 491-6469	Phone: (209) 525-5542
Fax: (916) 491-6413	Fax: (209) 558-4027
Email: Megan.Hawk@vcgcb.ca.gov	Email: barbara.roehrick@stand.org

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 contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, employee name, position/classification, and time base. Invoices and timesheets/attendance records shall be submitted no later than the 15th of the month to:

Victim Compensation and Government Claims Board
Attn: Administration and Finance 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 from the VCGCB.
- d. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's 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 contract does not appropriate sufficient funds for the program, this contract 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 contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- 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 contract with no liability occurring to the VCGCB, or offer an amendment to the contract 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 contract 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 any time 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 contract shall not exceed \$63,853.00 for fiscal year 2012-13. 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. If a reduction does occur, the VCGCB will provide a written explanation to the District Attorney within thirty (30) days of said decision.

BUDGET WORKSHEET
 FY 2012/13
 (Standard Agreement)

Exhibit B-1
 County of Stanislaus
 Agreement Number VCGC2087

County and Agency: STANISLAUS COUNTY DISTRICT ATTORNEY			
Personnel Expenses	2012-2013 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Barbara Roehrick	\$43,549.00	3,629/month	100%
Name:		(award covers 77% of salary)	
Name:			
Name:			
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: Barbara Roehrick	\$20,304.00	47% of salary	
Name:			
Name:			
Name:			
Name:			
TOTAL PERSONNEL EXPENSES	\$63,853.00		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET	\$63,853.00		

* 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.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site www.ols.dgs.ca.gov/Standard+Language.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. 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 staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney shall obtain written authorization prior to filling vacant or new positions, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions will be based upon the VCGCB's review of the District Attorney's workload and upon the availability of funds.
- c. The District Attorney shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the District Attorney assign a staff person to perform functions other than those described in Exhibit A – 1a, the District Attorney shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract.
- d. The District Attorney shall notify the VCGCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the contract.
- e. The District Attorney shall ensure that staff persons, assigned to functions under this contract, do not participate in criminal investigations or prosecution.
- f. For each staff member performing services under this contract, the District Attorney shall provide the name, business address, telephone number, e-mail address, job title and description of duties; the name of his/her supervisor; the names of staff supervised; and any other information as required by VCGCB.
- g. The Specialist may work overtime but it must be noted on the monthly timesheet with an explanation as to why the overtime was necessary. The VCGCB reserves the option of not reimbursing overtime that exceeds the dollar amount for the fiscal year.

2. PERFORMANCE ASSESSMENT

- a. The VCGCB shall assess and evaluate the CRC's performance based on data from the VCGCB CDTs database.
- b. The VCGCB shall monitor performance under the contract and on a monthly basis report performance to the CRC management.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- c. The VCGCB reserves the right to revoke the access code of any CRC staff whose performance is consistently poor based on the performance criteria used by the VCGCB. Any CRC staff whose access code has been revoked shall no longer be authorized to access CDTs or CaRES. The VCGCB may subsequently agree to allow any such employee to work under this contract.
- d. The VCGCB may set performance and production expectations or goals for the CRC related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the CRC management. If the CRC fails to achieve the performance and production expectations set by the VCGCB within ninety (90) days of receipt of written notice, the VCGCB may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The CRC shall make available to the VCGCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the VCGCB anticipates meetings in Sacramento, only the primary contract representative (not supervisors) is approved for reimbursement travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with Attachment IV.
- b. Prior written authorization must be obtained from the VCGCB to attend restitution and/or collection related training, conferences or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the VCGCB reserves the option of not reimbursing the expenses.

5. MOVING

- a. The VCGCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be addressed to the attention of the Restitution Manager, Administrative and Financial Services Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: Chris.Lackey@vcgcb.ca.gov.

Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- c. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and VCGCB guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney shall ensure that all District Attorney staff performing duties described in this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES (Compensation and Restitution System) and CDTs (Criminal Disposition Tracking System), regardless of whether or not the services of such staff persons are paid for by VCGCB.

8. EQUIPMENT:

- a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the VCGCB in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The VCGCB reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney shall submit the request for equipment purchases on the Equipment Purchase Justification/Authorization Request Form (Attachment IV) to the attention of the Restitution Analyst, Administration and Financial Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348.

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including input and output devices with software as well as monthly maintenance fee and installation, as deemed necessary by the VCGCB, shall be provided and/or reimbursed by the VCGCB. Specifically, if the VCGCB purchases equipment, then the VCGCB will configure, install, and provide support for equipment and operating software. If the District Attorney purchases equipment, then the District Attorney is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The District Attorney is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The VCGCB is not a party to such contract.

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the District Attorney purchased it, shall be the property of the VCGCB and shall be identified with a state identification number. The District Attorney shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

The District Attorney agrees to apply security patches and upgrades, and keep virus software up-to-date on any machine on which VCGCB data may be used.

9. OPERATING EXPENSES:

- a. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. The VCGCB reserves the right to deny any expenses that are deemed ineligible by the state.
- b. The District Attorney's Office shall submit, at the request of the VCGCB, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten percent of salary and fringe benefit(s) totals.
- c. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice.
- d. The VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLA's) issued by the County. COLA requests will be considered in terms of the current budget climate for both the VCGCB and the state.
- e. The District Attorney's Office shall obtain written approval prior for purchases. Requests should be directed to the attention of the Restitution Manager.

10. TERM OF CONTRACT:

The period of performance for the contract will be July 1, 2012 through June 30, 2013.

11. INVENTORY:

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment V). The completed form shall be submitted to the Victim Compensation and Government Claims Board, Business Services Section, P. O. Box 48, Sacramento, CA 95812-0048.

In the event of termination of this contract, the VCGCB shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of the VCGCB.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

12. CONFIDENTIALITY OF RECORDS:

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy, 06-00-003, Attachment I).

The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney shall not disclose any document pursuant to any such request unless authorized to do so by the VCGCB's Executive Officer, Deputy Executive Officer, or the Legal Office.

The VCGCB's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's Legal Office.

The District Attorney shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The CRC Specialist, Specialist Supervisor or any other person under contract (or not under contract if they perform duties associated with access and records contained in CaRES or CDTs) with the VCGCB shall complete and submit a signed Confidentiality Statement (Attachment II) no later than July 1, 2012 to:

Victim Compensation and Government Claims Board
Business Services Section
400 "R" Street, Suite 400
Sacramento, CA 95811

The District Attorney shall ensure that each staff member whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall complete and submit a signed CalVCP Confidentiality Statement (Attachment IIb) to the VCGCB CRC Restitution Analyst.

Victim Compensation and Government Claims Board
Revenue Recovery Section
Attn: CRC Restitution Analyst
P. O. Box 1348
Sacramento, CA 95812-1348

The District Attorney shall be responsible for any unauthorized disclosure by District Attorney staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by VCGCB, and shall indemnify, defend and save harmless the State, its officers, agents and

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employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all Victim Compensation Program records must be personally served on the California Victim Compensation and Government Claims Board, Attn: Legal Office at 400 "R" Street, Suite 500, Sacramento, CA 95811. The District Attorney's Office may also contact the Legal Office at (916) 491-3605 for further assistance.

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the VCGCB with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's staff assigned to perform services for the VCGCB must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- e. Represent himself or herself as a VCGCB employee.
- f. Take any action with regard to a CalVCP claim, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's responsibility to ensure that every staff person assigned to provide contracted services to the VCGCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office at (916) 491-3605.

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15. RETENTION OF RECORDS

The District Attorney's Office will retain case files for at least two (2) years after the claim's last activity date (hearing date). These case files will be considered inactive and will be forwarded to the VCGCB's Main File Room (MFR). The MFR will purge these case files and forward to the State Record Center (SRC) for an additional five (5) years. After seven (7) continuous years of inactivity, the MFR will have the case files destroyed. Written requests should be submitted to bsupport@vcgcb.ca.gov.

The District Attorney's Office shall not destroy any files without written authorization from the VCGCB.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

17. TERMINATION FOR CONVENIENCE

The VCGCB or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the VCGCB within thirty (30) calendar days of the date of termination.