



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3600

July 16, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ACCEPT FUNDING FROM
THE CALIFORNIA VICTIM COMPENSATION BOARD FOR THE CRIMINAL RESTITUTION
COMPACT FOR FISCAL YEARS 2019-2020, 2020-2021 AND 2021-2022
ALL DISTRICTS (3 VOTES)**

SUBJECT

The District Attorney is requesting authority, on behalf of the County of Los Angeles, to enter into an agreement with the California Victim Compensation Board (CalVCB), and to accept grant funds in the amount of \$993,465.00 for the period of July 1, 2019 through June 30, 2022 to continue the Criminal Restitution Compact (CRC). This program provides services to ensure appropriate restitution orders are in place for all offenders at the time of sentencing in criminal court, and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt and affix a wet signature to the attached Resolution authorizing the District Attorney's Office (DA), on behalf of the County of Los Angeles, to enter into an Agreement with the State of California, CalVCB and to accept the CRC funding in the amount of \$993,465.00 for the period July 1, 2019 through June 30, 2022.
2. Authorize the District Attorney or her designee, on behalf of the County of Los Angeles, to serve as Project Director for the CRC, and to sign and approve revisions and extensions that do not increase the Net County Cost of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 July 16, 2019

Handwritten signature of Celia Zavala in black ink.

CELIA ZAVALA
EXECUTIVE OFFICER

The Agreement (copy attached) allows the DA to seek imposition of restitution orders for criminal offenders at the time of sentencing in criminal court in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. The DA also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim and works to recoup monies from defendants that were made payable to crime victims by the CalVCB to assist in medical and burial expenses. CalVCB has allocated funding to the DA for the past nineteen years for this program.

As part of the Agreement, the State requires adoption of the enclosed Resolution, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The total CalVCB Agreement is \$331,155 for Fiscal Year (FY) 2019-2020. Funding is included in the District Attorney's FY 2019-20 budget. Funding for FYs 2020-21 and 2021-22 will be requested in future budget years.

If funding for this program were to be terminated, an evaluation would be conducted to determine if the program would be discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DA has continually worked to ensure that restitution orders are properly administered. The DA's CRC staff assisted prosecutors during FY 2017-2018 to obtain restitution orders payable to the State of California CalVCB totaling \$2,629,386.84. Preliminary figures for FY 2018-2019 are \$1,876,863.80.

Budgeted program staff, consisting of 4.0 Paralegals and 1.0 Legal Office Support Assistant II, work with the County criminal justice system to ensure that restitution orders are requested in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. This includes monitoring claims associated with restitution orders, as well as conducting training and outreach regarding restitution to prosecutors and agencies in the County. Additionally, the Paralegals serve as a County resource on restitution issues, statutes, and case law, and may assist victims in obtaining restitution orders for losses incurred as a direct result of a crime.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2)

The Honorable Board of Supervisors

7/16/2019

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copies of the adopted Board letter and two (2) copies of the approved Resolution with a wet signature, to Talin Keledjian, Los Angeles County District Attorney's Office, Grants and Contracts Services Section, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at tkeledjian@da.lacounty.gov.

Respectfully submitted,



JACKIE LACEY

District Attorney

tk

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

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**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

RESOLUTION

Accept Criminal Restitution Compact
Agreement with the California
Victim Compensation Board

WHEREAS, the County of Los Angeles is charged with providing vital services in the area of courts, law enforcement, and adult and juvenile justice to a population in excess of ten million persons; and

WHEREAS, the County of Los Angeles is authorized, pursuant to Government Code Section 26500.5, to participate in any project or program to improve the administration of justice; and

WHEREAS, the California Victim Compensation Board has been authorized to contract with local Victim/Witness Centers to ensure restitution orders are properly administered in accordance with applicable statutes; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to participate in such a program entitled the Criminal Restitution Compact for County Fiscal Years 2019-20, 2020-21 and 2021-22; and

WHEREAS, the California Victim Compensation Board has allocated \$993,465.00 for County Fiscal Years 2019-20, 2020-21 and 2021-22 to implement this project subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles approves the submission for and acceptance of continued funding for County Fiscal Years 2019-20, 2020-21 and 2021-22, upon approval of both the State and County, by the State of California, Victim Compensation Board for the above-referenced program;

1 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los
2 Angeles hereby authorizes the District Attorney, or her designee, to serve as Project
3 Director for said program and to execute on behalf of Los Angeles County the Standard
4 Agreement, and to perform all further tasks necessary for the completion of the project,
5 including execution and submission of amendments, progress reports and payment
6 requests to the Agreement;

7 **I DO HEREBY CERTIFY** that at a regular meeting on the Board of Supervisors of
8 the County of Los Angeles on the 16th day of July, 2019, the foregoing
9 Resolution was adopted.

10 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of
11 the Board of Supervisors of the County of Los Angeles this 16th day of July,
12 2019.



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

17 APPROVED AS TO FORM BY
18 COUNTY COUNSEL:

19 MARY C. WICKHAM

20
21 By [Signature]
22 Nancy M. Takade
23 Principal Deputy County Counsel

24 CELIA ZAVALA
25 Executive Officer – Clerk of the
26 Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: District Attorney

Grant Project Title and Description: Criminal Restitution Compact Program

Criminal Restitution Compact (CRC) program provides services to ensure appropriate restitution orders are in place for all offenders at the time of sentencing in criminal court, and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim. The District Attorney's (DA) Office also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim and works to recoup monies from defendants that were made payable to crime victims by the California Victim Compensation Board (CalVCB) to assist in medical and burial expenses. CalVCB has allocated funding to the DA for the past nineteen years for this program.

Funding Agency California Victim Compensation Board (CalVCB)	Program (Fed. Grant #/State Bill or Code #) Government Code Sections 13956 and/or 13954	Grant Acceptance Deadline N/A
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Total Amount of Grant Funding: \$993,465.00	County Match: N/A
Grant Period: FY 2019-2022 Begin Date: July 1, 2019	End Date: June 30, 2022
Number of Personnel Hired Under This Grant:	Full Time: 5 Part Time:

Obligations Imposed on the County When the Grant Expires

- Will all personnel hired for this program be informed this is a grant-funded program? Yes No
- Will all personnel hired for this program be placed on temporary ("N") items? Yes No
- Is the County obligated to continue this program after the grant expires? Yes No
- If the County is not obligated to continue this program after the grant expires, the Department will:
- a). Absorb the program cost without reducing other services Yes No
- b). Identify other revenue sources
(Describe) _____ Yes No
- c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes No

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature  **Date** 6/13/19

ADMINISTRATIVE ROUTING MEMORANDUM

Date: June 12, 2019

From	To	
1	<input checked="" type="checkbox"/>	6 District Attorney, JACKIE LACEY
2	<input type="checkbox"/>	Chief Deputy District Attorney, JOSEPH P. ESPOSITO
3	<input checked="" type="checkbox"/>	5 Assistant District Attorney Administrative, PAMELA BOOTH
4	<input type="checkbox"/>	Assistant District Attorney Line Operation, SERGIO GONZALEZ
5	<input type="checkbox"/>	Assistant District Attorney Special Operation, VICTORIA ADAMS
6	<input type="checkbox"/>	Special Counsel, DEVALLIS RUTLEDGE
7	<input checked="" type="checkbox"/>	4 Director of Administrative Services, PRISCILLA CRUZ
8	<input type="checkbox"/>	Director of Branch and Area Operations I, CAROL BURKE
9	<input type="checkbox"/>	Director of Branch and Area Operations II, GINA SATRIANO
10	<input type="checkbox"/>	Director of Central Operations, JAMES GARRISON
11	<input type="checkbox"/>	Director of Communications, JEAN GUCCIONE
12	<input type="checkbox"/>	Director of Employee Relations, JULIE DIXON-SILVA
13	<input type="checkbox"/>	Director of Fraud and Corruption Prosecutions, SCOTT GOODWIN
14	<input type="checkbox"/>	Director of Prosecution Support Operations, KELLYJEAN CHUN
15	<input type="checkbox"/>	Director of Specialized Prosecutions, MARIA RAMIREZ
16	<input type="checkbox"/>	Director of Victim-Witness Assistance Program, MICHELE DANIELS
17	<input type="checkbox"/>	Chief of Bureau of Investigation, JOHN NEU
18	<input type="checkbox"/>	Special Assistant, TUPPENCE MACINTYRE
19	<input type="checkbox"/>	Chief of Budget and Fiscal Services Division, NORBERT RUIZ
20	<input checked="" type="checkbox"/>	3 Head of Accounting Section, LIANNA NARINYANTS
21	<input type="checkbox"/>	Head of Budgets Services Section, Lana Ghil
22	<input checked="" type="checkbox"/>	2 Head of Grants and Contracts Services Section, NIKA THU
23	<input type="checkbox"/>	Grants Analyst, ANH VO
24	<input type="checkbox"/>	Grants Analyst, DENNIS BLANCO
25	<input type="checkbox"/>	Grants Analyst, LAM TRAN
26	<input type="checkbox"/>	Grants Analyst, MELANIE RUBIO
27	<input checked="" type="checkbox"/>	1 Grants Analyst, TALIN KELEDJIAN
28	<input type="checkbox"/>	

ACTION

- Appropriate action
- Approval or signature**
- As discussed
- As requested
- Comment and recommendation
- Draft (reply) (memorandum)
- For your information
- Need not return
- Note (and file) (and return)
- Please (see me) (phone me):
- Reply (for your sign.) (for my sign.)
- Summary memorandum
- Other: For review and approval
before circulation to outside
agencies for signatures.
- IMMEDIATE ATTENTION
- Respond by THURSDAY, JUNE 13TH**

COMMENTS: CRIMINAL RESITUTION COMPACT PROGRAM
FY2019-2022 CaIVCB CONTRACT #VC-9068
GMS

PLEASE ROUTE		SIGNATURE →	DATE →	
1	Nika Thu		6/12/19	review
2	Tuppence Macintyre		13 June 2019	review
3	Lianna Narinyants		6/13/19	review
4	Priscilla Cruz		6/13/19	review
5	Pamela Booth		6/13/19	review
6	Jackie Lacey		6/13/19	review and sign

AGREEMENT NUMBER VC-7068
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME
COUNTY OF LOS ANGELES, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$662,310.00**
 Six Hundred Sixty Two Thousand Three Hundred and Ten Dollars

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	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

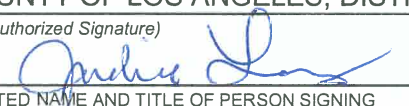

CONTRACTOR	California Department of General Services Use Only <input type="checkbox"/> Exempt per:	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF LOS ANGELES, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature) 		DATE SIGNED (Do not type) 5-25-17
PRINTED NAME AND TITLE OF PERSON SIGNING JACKIE LACEY, DISTRICT ATTORNEY		
ADDRESS 211 W TEMPLE STREET, SUITE 1200, LOS ANGELES, CA 90012-3205		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING MINDY FOX, CHIEF DEPUTY EXECUTIVE OFFICER		
ADDRESS 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A
SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office 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 Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- 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's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) 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 Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A
SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request 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 post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board 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 (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Que. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A
SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a 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 collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

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

Requesting Agency: California Victim Compensation Board	County of Los Angeles DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Lydia Bodin
Phone: (916) 491-3505	Phone: (626) 927-2505
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: lbodin@da.lacounty.gov

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Martha Lopez, Contract Analyst
	Email: Martha.Lopez@victims.ca.gov
	Phone: (916) 491- 6469
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board 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, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) 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 final year-end invoice received by the Board.

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 Board shall have no liability to pay any funds 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 Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board 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 Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$331,155.00 for fiscal year 2017/2018 and \$331,155.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board'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 Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item 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 directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. 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 (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

**BUDGET WORKSHEET
FY 2018 - 2019
(Standard Agreement)**

Exhibit B-2
County of Los Angeles
Agreement Number VC-7068

County and Agency: LOS ANGELES COUNTY DISTRICT ATTORNEY				
PERSONNEL EXPENSES	2017-2018 BUDGET	2018-2019 BUDGET	Salary / Hourly Rate Range	Timebase (Paid by VCGCB)
Salaries and Wages				
Name: KRISTYNA DAILEY	70,809	72,213	\$30.5208 - \$36.1540	100%
Name: VERONICA POLANCO	70,809	72,213	\$30.5208 - \$36.1540	100%
Name: MARIA DEL CARMEN LOPEZ	70,809	72,213	\$30.5208 - \$36.1540	100%
Name: MARTA RODRIGUEZ	70,809	72,213	\$30.5208 - \$36.1540	100%
Name: ASTKHINE ARYANTS	60,472	61,676	\$29.9767 - \$30.8750	100%
<i>Adjustment for Salary & Wages</i>	<i>-150,523</i>	<i>-157,343</i>	<i>Los Angeles County will absorb the adjustment</i>	
Fringe Benefits			PERCENTAGE OF SALARY / DESCRIPTION / RATIONALE Please include FICA and Medicare percentages	
Name: KRISTYNA DAILEY	39,536	40,320	***55.835% of Paralegal	
Name: VERONICA POLANCO	39,536	40,320	***55.835% of Paralegal	
Name: MARIA DEL CARMEN LOPEZ	39,536	40,320	***55.835% of Paralegal	
Name: MARTA RODRIGUEZ	39,536	40,320	***55.835% of Paralegal	
Name: ASTKHINE ARYANTS	33,765	34,437	***55.835% of Legal Office Support Assistant II	
<i>Adjustment for Fringe Benefits</i>	<i>-84,044</i>	<i>-87,852</i>	<i>Los Angeles County will absorb the adjustment</i>	
TOTAL PERSONNEL EXPENSES	301,050	301,050		
OPERATING AND OVERHEAD EXPENSES				
			DESCRIPTION OF EXPENSES Please include calculations for budgeted amount(s)	
Rent				
Utilities				
Postage				
Data Processing (specify)				
* Office Supplies				
Telephone				
Training				
Travel (reimbursed @ current CalHR rates)				
** Equipment				
Mileage				
Indirect Costs (≤ 10% salary/fringe, attach calculation with supporting documentation)	53,562	54,625		
<i>Adjustment for Indirect Costs</i>	<i>-23,457</i>	<i>-24,520</i>	<i>Los Angeles County will absorb the adjustment</i>	
TOTAL OPERATING EXPENSES	30,105	30,105		
TOTAL BUDGET	331,155	331,155		

* A request for Office Supplies in excess of \$500 per position 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 VCGCB must be requested in writing by the county and approved in writing by VCGCB **prior to purchase**. All requests must be submitted on the **County Purchase Request Form**. VCGCB reserves the right to deny requests for reimbursement of equipment that is not pre-approved in writing by VCGCB. Please specify, in detail, what expenses are included for each of these line items.

*** Based on FY 2016-17 rate and subject to change upon Auditor-Controller approved FY 17/18 & FY 18/19 rates.

Revised 4/2016

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board 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's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, 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, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board 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 (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board 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's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office 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 required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist 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 Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, 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 Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of 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 the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board 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 Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board 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 Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. 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.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board 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 Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board 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 Board 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's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation 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 computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office 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 Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

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. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. 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 VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board 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 Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. 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's Office 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 Board's confidential data for another

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SPECIAL TERMS AND CONDITIONS

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 Board (refer to the Board Information Security Policy, 17-008, Attachment I).

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

The Board'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 Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

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 records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board 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 Office staff assigned to perform services for the Board 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 Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, 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 Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board 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 Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

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 District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office 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 District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board 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 Board within thirty (30) calendar days of the date of termination.