

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

VC-9085

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

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

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR NAME

COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

JULY 1, 2019

THROUGH END DATE

JUNE 30, 2022

3. The maximum amount of this Agreement is:

\$226,758.00 (Two Hundred Twenty Six Thousand, Seven Hundred Fifty Eight 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.

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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 <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS

675 Texas Street, Suite 4500

CITY

Fairfield

STATE

CA

ZIP

94533

PRINTED NAME OF PERSON SIGNING

Sharon Henry

TITLE

Chief Deputy District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTING AGENCY ADDRESS

400 R STREET, SUITE 400

CITY

SACRAMENTO

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

GARY ARSTEIN-KERSLAKE

TITLE

Chief Information Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

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:

- 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 CRC 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:
 - i. Involvement in the crime
 - ii. Lack of cooperation with law enforcement or the Board
 - iii. Felon
- f. The Deputy District Attorney assigned to prosecute the criminal case shall fill out and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may

EXHIBIT A

SCOPE OF WORK

have submitted an application for services to CalVCB. If either party desires additional information regarding the application or services provided prior to the conviction of an offender, he or she must personally serve a subpoena on CalVCB. After the associated offender has entered a guilty plea or been convicted, the Specialist shall provide the District Attorney's Office with the amount of assistance granted by the Board, if any, for the purpose of obtaining a restitution order.

- 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 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. This deliverable may be used in scorecard assessment on CRC effectiveness and failure to do so may impact contract funding.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110 and/or Minute Order) is forwarded to the Board's Restitution Branch Attn: Victim Pass-Thru Unit at P.O. Box 1348 Sacramento, CA 95812-1348 and California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRs) at P.O. Box 942883 Sacramento, CA 94283-0001, 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 (CDTS) in the Post-Disposition Follow-Up Queue. 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 \$1,500.00.
 - i. The Specialist shall provide the following information to the Board's Custodian of Records at custodianofrecords@victims.ca.gov when a removal order, for restitution greater than \$1,500, is not sought:
 - a) Application ID
 - b) Defendant Name
 - c) Court Case Number

EXHIBIT A
SCOPE OF WORK

- d) Sentencing Date
 - e) Restitution Amount
 - f) Reason a removal order was not sought
 - g) Did the trial court retain jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date
-
- l. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist must provide the Board's Restitution Branch Attn: Victim Pass-Thru Unit with the modified CR-110 and/or minute order.
 - m. The Specialist shall notify the Board's CRC Restitution Analyst, upon discovery, that the applicant filed a civil suit, vehicle insurance claim, workers' compensation claim, or any other type of recovery that could be used to offset losses the applicant incurred as a direct result of the crime.
 - n. 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, order and offender information.
 - 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 identify and discuss ways to ensure the collection of, as well as increase 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 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. Actual time is the time spent on CRC contract duties. This time includes vacation, sick, holidays or annual leave hours only if the staff person accrued the leave during the time the staff person was performing the functions described in this contract. Other time, including but not limited to, jury duty and industrial leave are not considered time worked on this contract and are to be paid by the county.

EXHIBIT A
SCOPE OF WORK

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

Requesting Agency: California Victim Compensation Board	County of Solano DA's Office
Name: LAREDA DELAINI, CHIEF COUNSEL LEGAL DIVISION	Name: Jason Aguirre, Staff Analyst (Sr.)
Phone: (916) 491-3773	Phone: 707-784-3267
Fax: (916) 491-6441	Fax: 707-784-3267
Email: Restitution@victims.ca.gov	Email: JLAguirre@solanocounty.com

For additional information, direct your inquiries to:

CalVCB CRC Restitution Analyst:	Name: Tammy Newton
	Email: tammy.newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Business Services Branch:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting Branch:	Email: bsssupport@victims.ca.gov
	Name: Marianne Tran Accounting Manager
	Email: Marianne.tran@victims.ca.gov
	Phone: (916) 491-3636
	Main Line: (916) 491-3697
	Email: accountingmailbox@victims.ca.gov

Further CalVCB contacts are listed below:

Legal Office:	(916) 491-3605
Custodian of Records:	custodianofrecords@victims.ca.gov
Victim Pass-Thru Unit:	victimrestitution@victims.ca.gov
Customer Service:	800-777-9229

EXHIBIT B

BUDGET DETAIL AND PAYMENT 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 Worksheet (Exhibit B-1).
- 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 Worksheet (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) devoted to Board activities in a specific pay period (see Exhibit A.1.s detailing actual time). The District Attorney's Office shall submit the following backup documentation with their invoices:
 - i. CalVCB Monthly Activity Timesheet (Exhibit E) for each employee for the time period billed;
 - ii. County timesheets for each employee for the time period billed;
 - iii. Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the time period billed; and
 - iv. Itemized receipts for all operating and overhead expenses for the time period billed.
- c. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all type of bonus pay and cash out of leave credits. Items not listed are subject to approval and payment, at the Board's discretion.
- d. Fringe benefits charged to this contract are subject to CalVCB approval, and will be authorized only when consistent with benefits provided to or on behalf of State employees.

Eligible benefits include, but are not limited to:

- i. Standard Retirement
- ii. OASDI (Old-Age, Survivors and Disability Insurance)
- iii. Health Insurance Contribution Regular, including health, dental and vision
- iv. Workers' Compensation Insurance
- v. Unemployment Insurance
- vi. Life Insurance
- vii. FICA/Medicare
- viii. Long Term Disability
- ix. Short Term Disability
- x. Employee Assistance Program
- xi. Flex-Benefit Plan Contribution
- xii. Survivor Benefits
- xiii. Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

- xiv. Other Post-Employment Benefits (OPEB)
- xv. Pension Obligation Bond (POB)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- xvi. Post-Employment Payoff
- xvii. Retiree Health
- xviii. Retiree Medical
- xix. Deferred Compensation
- xx. Parking
- xxi. Cafeteria
- xxii. General Liability
- xxiii. Wellness Dividend Program
- xxiv. Cash Allowance
- xxv. Housing Fund
- xxvi. Retirement Debt Service
- xxvii. Choices
- xxviii. Savings Plan
- xxix. Flex Benefit
- xxx. Risk Management Administration
- xxxi. PERS UAAL Misc.
- xxxii. Individual Security

e. Invoices and backup documentation shall be mailed no later than the 15th of each month to:

California Victim Compensation Board
Attn: Accounting Branch
P.O. Box 1348
Sacramento, CA 95812-1348

- f. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.
- g. 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 upon between the Board and District Attorney's Office 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 further 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 PAYMENT 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 Branch, California 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 forty-five (45) days of receipt, in accordance with Chapter 4.5 of Government Code section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be three (3) years. Any and all amendments to this contract shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2019/2020; \$75,586.00 for fiscal year 2020/2021; and \$75,586.00 for fiscal year 2021/2022. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. Funding may only be expended in the fiscal year it was encumbered. The funding of this contract may be changed by written amendment to the contract and upon approval of the Board.

The District Attorney's Office shall submit a Budget Worksheet (Exhibit B-1) listing all Fiscal Years included in the contract term and shall provide it with the contract package. The CRC Restitution Analyst, or designee shall provide written approval of any subsequent budget modifications.

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-items as part of their operating expenses, such as supplies, rent, postage, telephone, and travel. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure expenses classified as

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

"direct cost" are not included in the "indirect cost" or "overhead" category. "Indirect costs" are costs incurred for a common or joint purpose, such as accounting, human resources and/or administrative type services; or are costs not directly identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses deemed ineligible by the state.

- b. If billing for indirect costs, the District Attorney's Office shall submit a copy of its Indirect Cost Plan (ICP) with the budget. The ICP must identify the number of employees it covers and include a breakdown and calculation specifying which costs are associated to the Specialist position included in the monthly charge (for example, payroll and accounting services). 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 billed.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments issued by the county.

BUDGET WORKSHEET

FY 2019 - 2022
(Standard Agreement)Exhibit B-1
County of Solano
Contract Number VC-9085

County and Agency: XXXX COUNTY DISTRICT ATTORNEY

Personnel Expenses	2019-2020 BUDGET	2020-2021 BUDGET	2021-2022 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES					
Name: Alexandria Loufas	\$49,726.00	\$49,726.00	\$49,726.00	\$25.85/hour - \$30.15/hour	100%
Name:					
Name:					
Name:					
Name:					
FRINGE BENEFITS				PERCENTAGE OF SALARY / DESCRIPTION Please include FICA and Medicare percentages	
Name: Alexandria Loufas	\$25,860.00	\$25,860.00	\$25,860.00	40%-52% of Salary	
Name:				Benefits include: Retirement, FICA, Health Ins. Vision, Dental and	
Name:				Life Ins.	
Name:					
Name:					
TOTAL PERSONNEL EXPENSES	\$75,586.00	\$75,586.00	\$75,586.00		
Operating and Overhead Expenses				DESCRIPTION OF EXPENSES Please include calculations for budgeted amount(s)	
Rent					
Postage					
*Office Supplies					
Telephone					
Training					
Travel (Reimbursed @ current CalHR rates)					
Mileage					
**Equipment					
Indirect Costs ($\leq$ 10% salary)				Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
TOTAL OPERATING EXPENSES					
TOTAL BUDGET	\$75,586.00	\$75,586.00	\$75,586.00		

* 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 CalVCB must be requested in writing by the county and approved in writing by CalVCB prior to purchase. All requests must be submitted on the **County Purchase Request Form. CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase. Please specify, in detail, what expenses are included for each of these line items.

EXHIBIT B-1
BUDGET WORKSHEET

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure 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 notification of the resignation of that staff person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization from the Board prior to filling vacant or new positions; upgrading the classification of a position; changing the time base of existing positions, even though funding was previously requested and made part of the budget; and prior to making any staff changes 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 time base 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 the SOW (Exhibit A), the District Attorney's Office shall request written authorization from the Board, ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for duties performed outside the scope of the contract. The District Attorney's Office shall submit a budget modification to the Board, for approval, reflecting the revised 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 the leave, 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 staff persons assigned to the functions under this contract do not participate in criminal investigations or prosecutions.
- 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 Specialist's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders and all activity.
- 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 monitor performance under the contract and report performance to the Specialist and his/her 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. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; and specific standards for the quality of work to be performed. The Board may 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 sixty (60) 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 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 Worksheet so long as the reimbursement is consistent with the Invoicing Instructions (Attachment VI).
- b. The District Attorney's Office must obtain prior written authorization 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 to deny the reimbursement of 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 equipment sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

- 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 under this contract.

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 performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure all Specialists performing the duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether 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 updating requirements around procurement, usage, disposition, and security of State IT assets, which may include, but are not limited to, computer systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase.

The District Attorney's Office shall obtain prior written approval from the Board for the acquisition of equipment (capitalized assets) 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 not requested or approved in writing prior to the purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) and submit it to the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment.

Costs for providing Information Technology (IT) 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 upon pre-approval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, the Board will configure, and provide support for the equipment and pre-installed software.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

If the District Attorney's Office purchases IT equipment, 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 paying support and/or maintenance service cost. 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 asset identification tag. The District Attorney's Office shall ensure no one other than the Specialist who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches, upgrades, and keep anti-virus software executed and up-to-date on any machine 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 the software has appropriate systems and controls in place to ensure 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:

- i. Intel 4th Generation Multi-Core i7 Processor
- ii. 8 GB RAM
- iii. 500 GB Hard Drive
- iv. Network Port
- v. USB Port(s)
- vi. 24" Flat Panel monitor
- vii. USB Keyboard
- viii. USB Mouse or Trackball

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

- i. Microsoft Windows 7 Enterprise Operating System
- ii. Internet Explorer 11, Edge ** or Google Chrome
- iii. Windows Media Player **
- iv. Microsoft Office 2010 or higher
 - a) Word
 - b) Excel
 - c) PowerPoint
 - d) Outlook
- v. Adobe Reader

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- vi. Adobe Flash Player
- vii. Java 8
- viii. McAfee VirusScan Enterprise or similar antivirus protection
- ix. Verdiem Surveyor Client (Energy Management Software) or a similar product

**** 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, 2019 through June 30, 2022.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear a state asset identification tag. The asset tag is 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 CRC Restitution Analyst electronically 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 the items (identified on the County Inventory Form) in storage until the Board can retrieve 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 handled 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, such as recycle or donation. All hard drives must be encrypted or cleansed prior to their shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov and CRC Restitution Analyst.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information related 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 purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not

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be disclosed except as required by law or specifically authorized by the Board (refer to Information Security Policy 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. Please contact (916) 491-3605 with any requests.

The District Attorney's Office shall ensure that all staff are informed of and comply 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 CalVCB Confidentiality Statement and Certification (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney 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 Fraud Policy (Attachment III), Acceptable Use of Technology Resources (Attachment XI), Privacy Policy (Attachment XII) and Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment II), CalVCB Acknowledgement of Policies (Attachment V), and the Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

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

In the event 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

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Additionally, the Specialist 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.

The Specialist should not:

- a. Attempt to access the Cares2 application from any location other than the assigned work Location. Working remotely requires prior authorization from the Board. Contact the CRC Restitution Analyst.
- b. Share individual login ID and password with anyone.
- c. Allow the computer to remember a password to the Cares2 application.
- d. Walk away from the computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any 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, fax machines, in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments/links from untrusted emails.
- 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, other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, and privacy breaches, should be reported immediately to your county Information Security Officer, your supervisor, CRC Restitution Analyst, and the Chief Counsel. You must also notify the Board's IT Help Desk by sending an email to: helpdesk@victims.ca.gov.

The Specialist 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 upon hire and annually thereafter.

All other terms and conditions under this contract shall remain the same, 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 location stating that subpoenas for all records from the Board must be personally served on the Board at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 95811. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for assistance or questions.

When documents are subpoenaed, the District Attorney's Office shall provide the Board with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

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14. INCOMPATIBLE WORK ACTIVITIES

The Specialist 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 that 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 responsibility to ensure every staff person assigned to provide contracted services to the Board is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, 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 have passed 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 sub-contractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations herein. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its sub-contractors 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.

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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.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Solano County District Attorney		<i>Federal ID Number</i> 94-6000538
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Krishna Abrams, District Attorney		
<i>Date Executed</i>	<i>Executed in the County of</i> Solano	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.