

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER VC-9069-A1	AMENDMENT NUMBER 1	Purchasing Authority Number VCB-7870
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 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 9 PAGES

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 MERCED, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:

\$ 306,344.00 Three Hundred Six Thousand Three Hundred Forty Four Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

THE ENTIRE AMENDMENT 1 IS CONTAINED ON THE FOLLOWING PAGES, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

*All other terms and conditions shall remain the same.*

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 MERCED, DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS

550 W MAIN STREET

CITY

MERCED

STATE

CA

ZIP

95340

PRINTED NAME OF PERSON SIGNING

KIMBERLY R.H. LEWIS

TITLE

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

LYNDA GLEDHILL

TITLE

EXECUTIVE OFFICER

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

The parties hereto mutually agree to amend Agreement Number VC-9069, dated July 1, 2019, as follows:

1. Exhibit A section 1 paragraph f is amended in its entirety to read as follows:

The Deputy District Attorney assigned to prosecute the criminal case shall fill out and provide defense counsel with the California Victim Compensation Board (CalVCB) Disclosure Form, which discloses that a victim or witness may have submitted an application for services to CalVCB. The Specialist may disclose, pre-conviction, the applicant's name and the amount of compensation by category of expense that has been disbursed for each victim in a pending, criminal case. Such disclosure is limited to the probation department, District Attorney's Office, and/or court upon written request. If any 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.

2. Exhibit A section 1 paragraph j is amended in its entirety to read as follows:

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 uploaded to Criminal Disposition Tracking System (CDTS) in accordance with the instructions in the CalVCB Policy and Procedure Manual and forwarded to the 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.

3. Exhibit A section 1 paragraph l is amended in its entirety to read as follows:

The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist will upload the amended CR-110 and/or Minute Order to CDTS in accordance with the instructions in the CalVCB Policy and Procedure Manual and forward a copy to the 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 agency.

4. Exhibit A section 2 is amended in its entirety to read as follows:

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

<u>CONTRACTING AGENCY</u> CALIFORNIA VICTIM COMPENSATION BOARD	<u>CONTRACTOR</u> COUNTY OF MERCED, DISTRICT ATTORNEY'S OFFICE
Division: Legal, Appeals And Probate	
Name: Kimberly L. Gauthier, Chief Counsel	Name: Sara Miller, Staff Services Analyst
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 550 West Main Street Merced, CA 95340
Phone: (916) 491-3507	Phone: (209) 385-7381 ext. 4191
Fax: (916) 491-6441	Fax:
Email: <a href="mailto:CriminalRestitutionCompact@victims.ca.gov">CriminalRestitutionCompact@victims.ca.gov</a>	Email: <a href="mailto:sara.miller2@countyofmerced.com">sara.miller2@countyofmerced.com</a>

For additional information, direct your inquiries to:

<u>CALVCB CRC ANALYSTS</u>	
Name: Genoveva Manzo Email: <a href="mailto:Genoveva.Manzo@victims.ca.gov">Genoveva.Manzo@victims.ca.gov</a> Phone: (916) 491-3851	Name: Marjorie Rogers Email: <a href="mailto:Marjorie.Rogers@victims.ca.gov">Marjorie.Rogers@victims.ca.gov</a> Phone: (916) 491-3707
<u>LEGAL OFFICE</u>	<u>CUSTODIAN OF RECORDS</u>
(916) 491-3605	<a href="mailto:Custodianofrecords@victims.ca.gov">Custodianofrecords@victims.ca.gov</a>
<u>CUSTOMER SERVICE</u>	<u>VICTIM PASS THRU UNIT</u>
(800) 777-9229	<a href="mailto:victimrestitution@victims.ca.gov">victimrestitution@victims.ca.gov</a>

5. Exhibit B section 1 paragraph b is amended in its entirety to read as follows:

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 CRC Specialist 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;
- iv. Itemized receipts for all operating and overhead expenses for the time period billed.;  
and
- v. A copy of current leave balances showing time accrued for annual leave, vacation, and sick leave for the time period billed.

6. Exhibit B section 4 is amended in its entirety to read as follows:

The period of performance for this contract shall be four (4) years, plus any amendment years. Any and all amendments to this contract shall be made in writing.

7. Exhibit B section 5 first paragraph is amended in its entirety to read as follows:

The total amount of this agreement shall not exceed \$76,586.00 for fiscal year 2019/2020, \$76,586.00 for fiscal year 2020/2021, \$76,586.00 for fiscal year 2021/2022, and \$76,586.00 for fiscal year 2022/2023. 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.

8. Exhibit B-1, Budget Worksheet, is amended in its entirety as attached.

9. Exhibit D section 2 is amended in its entirety to read as follows:

- 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.

d. The CRC Performance Plan (Attachment XIV) is hereby incorporated into this contract.

10. Exhibit D section 9 is amended in its entirety to read as follows:

The period of performance for the contract will be July 1, 2019 through June 30, 2023.

11. CRC Performance Plan (Attachment XIV) is incorporated into this Agreement as attached.

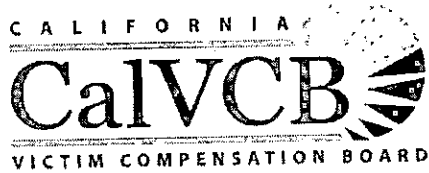
**All other terms and conditions of the original Agreement shall remain the same.**

**Exhibit B-1**  
**BUDGET WORKSHEET**  
 FY 2019 - 2022  
 (Standard Agreement)

County of Merced Contract  
 Number VC-9069

<b>County and Agency: Merced COUNTY DISTRICT ATTORNEY</b>						
<b>Personnel Expenses</b>	<b>2019-2020 BUDGET</b>	<b>2020-2021 BUDGET</b>	<b>2021-2022 BUDGET</b>	<b>2022-2023 BUDGET</b>	<b>Salary / Hourly Rate Range</b>	<b>Timebase</b>
<b>SALARIES AND WAGES</b>						
Name: Lourdes Frontella		\$42,693.00	\$45,674.72	\$40,659.29	\$66,539.40 annually	
Name: Kathy Ghahramany	\$45,240.00	\$3,801.00			\$31.99/hour	
Name:					1271 hours allocated to program	100%
Name:						
Name:						
<b>FRINGE BENEFITS</b>					<b>PERCENTAGE OF SALARY / DESCRIPTION</b> Please include FICA and Medicare percentages	
Name: Lourdes Frontella		\$28,002.00	\$30,911.28	\$35,926.71	\$58,827.25 annual benefits excluding GL	
Name: Kathy Ghahramany	\$31,346.00	\$2,090.00			FICA 7% of total benefits	
Name:					Medicare 1.6% of total benefits	
Name:						
Name:						
<b>TOTAL PERSONNEL EXPENSES</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>		
<b>Operating and Overhead Expenses</b>					<b>DESCRIPTION OF EXPENSES</b> Please include calculations for budgeted amount(s)	
Rent						
Postage						
*Office Supplies						
Telephone						
Training						
Travel (Reimbursed @ current CalHR rates)						
Mileage						
**Equipment						
Indirect Costs (≤ 10% salary)					Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
<b>TOTAL OPERATING EXPENSES</b>						
<b>TOTAL BUDGET</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>	<b>\$76,586.00</b>		

\* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.  
 \*\*Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from 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.



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## Memorandum

Date: April 15, 2020

Subject: **CRC Performance Plan**

### Monthly Performance Statistics

Monthly Performance Statistics will be provided by the CRC Contract Analysts on the 15<sup>th</sup> of the month for the prior month. The statistics will be sent by e-mail to the CRC Specialist and their supervisor.

### Monthly Performance Statistics will contain three categories

1. Application Notification (AN) is the initial work item and first notice that a victim application has been filed with CalVCB. The CRC Specialist will open each AN and research to determine if a criminal court case exists. Subcategories include "New," "Completed," "In Process," "Transferred", and "Benefits Paid." These subcategories, minus benefits paid, capture their entire AN queue inventory.

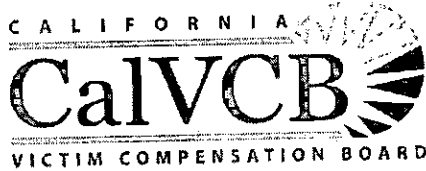
Example:

AN	
New	-
I/P	380
Transferred	3
Completed	166
Benefits Paid	\$ 34,319.40

2. Criminal Disposition Case (CD case) is how the CRC Specialist tracks their cases. The CRC Specialist will convert an AN to a CD case if a criminal court case exists for the application filed with CalVCB. The CRC Specialist will associate the offender(s) to the CD case, follow the criminal case, pend the CD case until conviction, request restitution, input the restitution order, and close the CD case. CalVCB is able to run reports based on the data entered into the Criminal Disposition Tracking System (CDTS) to determine how much restitution each CRC county imposed. Subcategories include "In Process," "Transferred," "Completed," and "Restitution Ordered." These subcategories capture their entire CD case queue inventory and the amount of restitution imposed.

Example:

CD Case	
I/P	638
Transferred	12
Completed	60
Restitution Ordered	\$ 53,391.35



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3. Post Disposition Case (PD case) is how a CRC Specialist tracks cases that need modified restitution orders. This queue also contains cases that were closed prior to benefits being paid by CalVCB and now require the CRC Specialist to obtain a restitution order. If benefits are paid after a CD case is closed, and the county's threshold is met, \$0 - \$2,000, then a PD work item will generate in the CRC Specialist's queue. The CRC Specialist will determine if the court still has jurisdiction to impose restitution, and if there is jurisdiction, request the case be put back on calendar to modify the original restitution order to include additional benefits paid or to request an initial restitution order. Subcategories include "New," "In Process," "Transferred," "Completed," "User Blank," and "Restitution Ordered." Subcategory "User Blank" identifies PD work items that the system was unable to automatically assign and require the CRC Specialist to manually assign to themselves. These subcategories capture the CRC Specialist's entire PD case queue inventory and the amount of additional restitution imposed.

Example:

PD Case	
New	39
I/P	125
Transferred	5
Completed	12
User Blank	37
Restitution Ordered	\$ 8,099.10

#### **Determining Measurements**

We will group the CRC counties by how many ANs they receive on average each month based on a three-year reporting period. This average and county groups will be re-evaluated at the start of each contract term. We will tell each group how many ANs, CD cases, and PD cases, are in process and completed on average each month for their group size. These numbers show it is possible to complete this number of work items in a month.

#### The Group Categories

Receives less than 100 ANs per month  
Receives 100-150 ANs per month  
Receives 150-200 ANs per month  
Receives 200+ ANs per month  
Receives 1,000+ ANs per month

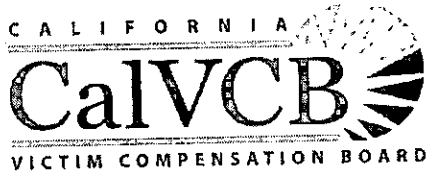
#### AN Queue

We will provide each county with the average number of ANs they receive a month based on a three-year fiscal reporting period. We expect each county to complete the same number of new ANs that they receive monthly to prevent incurring a backlog.

#### CD and PD Queues

We expect each county to complete their group's average of monthly completed CD and PD cases each month to stay current.





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### Example

County X receives an average of 43 ANs a month and so CalVCB expects County X to complete approximately 43 ANs each month. County X has been grouped with other counties who receive less than 100 ANs per month. On average, this group completes 16 CD cases and 4 PD cases per month and so CalVCB expects County X to complete 16 CD cases and 4 PD cases each month.

### **Backlogs**

#### AN backlog

A county has a backlog in the AN queue if the "New" ANs are double the amount the county receives in a month. Additionally, a county has a backlog if the number of ANs "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" ANs in their county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" ANs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

#### CD Case backlog

A county has a backlog in the CD queue if the number of CD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" CD cases in the county group. If a county has a backlog, we will divide the amount of "In Process" and "Transferred" CDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

#### PD Case backlog

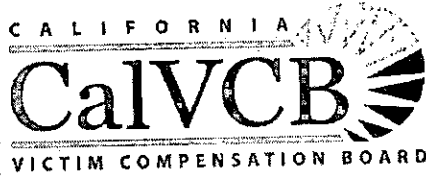
A county has a backlog in the PD queue if the "New" PDs are double the amount the county should complete in a month. Additionally, a county has a backlog if the number of PD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" PD cases in the county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" PDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

### **Performance Issues**

If a county does not meet the expectations set forth in any of their three work queues, CalVCB will first examine their queues to see if there is a backlog. If there is no backlog, there is no performance issue. If there is a backlog in one or more of the queues, then an initial e-mail (See Step-One) will be sent to the CRC Specialist.

If after any step, there is improvement, then we will not move on to the next step. Improvement is considered meeting the work queue expectations, providing a plan to meet the expectations, or taking tangible steps to meet the expectations. A county may remain on a step if there is improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, then the county will move to the next step.

- 1) **Step-One:** CRC Contract Analyst will e-mail the CRC Specialist and ask why they are having an issue in the queue(s). The e-mail will provide CalVCB's inventory performance expectations moving forward to ensure the queue stays current and the backlog decreases. Additionally, the CRC team will schedule a phone call with the



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CRC Specialist to discuss the inventory performance expectations, offer training, and discuss their plan for moving forward. The CRC Specialist will be given three months to show improvement.

- 2) **Step-Two:** CRC Contract Analyst will e-mail the CRC Specialist and their Supervisor to reiterate our inventory expectations, provide updated inventory counts, discuss steps taken to resolve the issue, and discuss a new inventory plan. Additionally, the CRC Contract Analyst will schedule a conference call with the CRC Specialist, their supervisor, and the CRC team to discuss how we can work together to improve the work queue(s). The CRC Specialist will be given three months to show improvement.
- 3) **Step-Three:** CRC Contract Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor for review. The CRC Specialist and their Supervisor will sign the plan and commit to meeting the inventory performance expectations set forth. The CRC Specialist will be given 60-days as outlined in the CRC Contract, Exhibit D (2)(c), to show improvement.
- 4) **Step-Four:** If the CRC Specialist does not meet the set inventory expectations as stated in the CAP and does not show improvement, the contract analyst will provide a proposal to Executive Management to decrease or cancel the contract within 60 days of the termination of the CAP.