

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

AGREEMENT NUMBER VCGC9076
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME
COUNTY OF SANMATEO, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: **JULY 1, 2009** through **JUNE 30, 2010**

3. The maximum amount of this Agreement is: **\$78,011.00**
Seventy eight thousand, eleven dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	Pages 2-5
Exhibit B – Budget Detail and Payment Provisions	Pages 6-7
Exhibit B-1 – Budget Page	Page 8
Exhibit C* – General Terms and Conditions (GTC-307)	Page 9
Exhibit D – Special Terms and Conditions	Pages 10-15
Attachment I – VCGCB Information Security Policy 06-00-003	Pages 1-5
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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 www.ols.dgs.ca.gov/Standard+Language.*

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

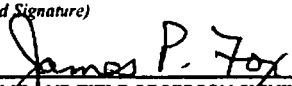

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF SAN MATEO, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-4-09	
PRINTED NAME AND TITLE OF PERSON SIGNING James P. Fox, District Attorney		
ADDRESS 400 County Center, 3rd Floor Redwood City, CA 94063		
STATE OF CALIFORNIA		
AGENCY NAME VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS 400 "R" STREET, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

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

1. SCOPE OF WORK

The VCGCB and the District Attorney agrees that:

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

EXHIBIT A

SCOPE OF WORK

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

EXHIBIT A

SCOPE OF WORK

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

EXHIBIT A

SCOPE OF WORK

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

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

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: San Mateo County
Name: Pat Valencia-Carlson Deputy Executive Officer	Name: Jacinta Arteaga
Phone: (916) 491-3505	Phone: (650) 363-4004
Fax: (916) 491-6420	Fax: (650) 363-4873

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: San Mateo County
Section/Unit: Fiscal Services Division	Section/Unit: District Attorney’s Office
Attention: Lynnette Freitag, Budget Manager	Attention: Jacinta Arteaga
Address: 400 “R” Street, 5 th Floor Sacramento, CA 95811	Address: 400 County Center, 3 rd Floor Redwood City, CA 94063
Phone: (916) 491-3709	Phone: (650) 363-4004
Fax: (916) 491-6447	Fax: (650) 363-4873

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

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

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

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

2. BUDGET CONTINGENCY CLAUSE

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

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

3. PROMPT PAYMENT CLAUSE

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

4. COST LIMITATION

The total amount of this agreement shall not exceed \$78,011.00 for fiscal year 2009/10. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

5. REDUCTION OF CONTRACT AMOUNT

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. JOB-RELATED TRAVEL

- a. The VCGCB anticipates that only the primary contract representative (not supervisors) will travel to Sacramento on three (3) occasions per year during the contract term. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with Attachment IV.
- b. Prior written authorization must be obtained from the VCGCB to attend training, conferences or to travel for other purposes not directly related to the performance of this agreement. Absent such prior approval, the VCGCB reserves the option of not reimbursing the expenses.

2. MOVING

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

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.

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

3. REGULATIONS AND GUIDELINES

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

4. UTILIZATION OF COMPUTER SYSTEM

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

5. EQUIPMENT

a. Written Request and Approval Prior to Purchase:

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

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

b. Purchase of Information Technology Equipment:

The VCGCB will provide and/or reimburse, under this contract, costs for information technology equipment deemed necessary and approved by the VCGCB (as defined in the State Administrative Manual Section 4819.2). If the VCGCB purchases equipment for the District Attorney's Office, the VCGCB will ensure that the equipment is operational, configured and delivered to that office. The VCGCB will provide configuration support only on VCGCB purchased equipment. Configuration support will include restoring altered VCGCB equipment to its original configuration. If the District Attorney's Office purchases equipment, the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases. Both VCGCB and District Attorney equipment purchases will require the purchase of a maintenance service agreement by the District Attorney's Office. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs.

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the District Attorney's Office purchased it, shall be the property of the VCGCB and identified with a state identification number. This equipment shall not be used for anything but duties under this contract.

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

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

6. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses that are

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classified as "direct cost" are not also included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. VCGCB reserves the right to deny any expenses that are not allowable by the state.

- b. The District Attorney's Office shall submit, upon the VCGCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten percent of salary and fringe benefit(s) totals.
- c. The District Attorney's Office shall obtain written approval prior to modifications being made to the line items under the operating expense category, such as an increase or offsetting savings from one line-item to another. Requests should be directed to the attention of the Restitution/Budget Manager.
- d. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice.
- e. The VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLA's) issued by the County. COLA requests will be considered in terms of the current budget climate for both the VCGCB and the state.
- f. The District Attorney's Office shall obtain written approval prior for purchases. Requests should be directed to the attention of the Restitution/Budget Manager.

7. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2009 through June 30, 2010.

8. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, in accordance with instructions provided by the VCGCB. The completed forms shall be submitted to the Business Services Section, Victim Compensation and Government Claims Board, P. O. Box 48, Sacramento, CA 95812.

9. 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 contractor in order to carry out this agreement, or which become available to the contractor in carrying out this agreement, shall be protected by the contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the

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strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy, 06-00-003, Attachment I).

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

The VCGCB's Public Information Officer (PIO) in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's PIO. If the PIO is unavailable, contact the VCGCB's Legal Office at (916) 491-3605.

The District Attorney shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The District Attorney shall complete and submit a signed Confidentiality Statement (Attachment II) to:

Victim Compensation and Government Claims Board
Attn: Business Services Section
400 "R" Street, 4th Floor
Sacramento, CA 95811

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

10. 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 all Victim Compensation Program subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The District Attorney's Office shall inform a server of a subpoena that the subpoena must be personally served on the California Victim Compensation and Government Claims Board, Attn: Legal Office at 400 "R" Street, 5th Floor, CA 95811. The District Attorney's Office may also contact the Legal Office at (916) 491-3605 for further assistance.

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

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In the event of termination of this agreement, the VCGCB shall take possession of those items. The District Attorney's Office must hold those items identified in the inventory list in storage until the VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of the VCGCB.

11. INCOMPATIBLE WORK ACTIVITIES

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

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

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

12. RETENTION OF RECORDS

The District Attorney's Office will retain claim files in the respective file rooms until at least two (2) years have elapsed since the claim's last activity date (hearing date). These claims will be considered inactive and will be forwarded to the VCGCB's Main File Room (MFR). The MFR will purge these claims and forward to the State Record Center (SRC) for an additional five (5) years. After seven (7) continuous years of inactivity, the MFR will have the claim file destroyed.

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

13. SUBCONTRACTING

- a. All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

14. TERMINATION FOR CONVENIENCE

The VCGCB or the District Attorney reserves the right to terminate this agreement 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 agreement up to the date of termination. Invoicing of the above mentioned costs must be submitted to the VCGCB within thirty (30) calendar days of the date of termination.