

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.13
(ID # 7240)

MEETING DATE:

Tuesday, July 17, 2018

FROM : DISTRICT ATTORNEY:

SUBJECT: DISTRICT ATTORNEY: Ratification and Approval of the Agreement with the California Victim Compensation Board Award for Victim Restitution and Adoption of Resolution No. 2018-121. All Districts [\$2,257,524; State of California 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the agreement with the California Victim Compensation Board (CalVCB) in the amount of \$2,257,524 to process reimbursement claims for eligible victims of crime through the performance period of July 1, 2018 through June 30, 2021; and
2. Adopt Resolution No. 2018-121 authorizing the District Attorney or his designee to sign the State of California Standard Agreement (Agreement Number VC-8052) on behalf of the County, as well as execute related amendments or extensions with CalVCB through the grant resolution period.

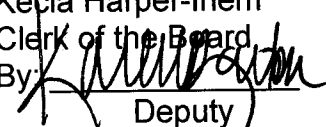
ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 17, 2018
xc: DA

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 752,508	\$ 2,257,524	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State of California 100%			Budget Adjustment: No	
			For Fiscal Year: 18/19, 19/20, 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Victim Compensation Board (CalVCB) provides reimbursement for crime-related expenses to eligible victims. CalVCB is funded by the State's restitution fund, which is paid by criminal offenders through fines, orders, penalty assessments and federal funds. The restitution fund through CalVCB provides up front financial assistance to victims of violent crimes for losses incurred as a result of the crime. Victims, who have incurred losses as a direct result of a crime, have the right to ask the court to order an offender to pay restitution.

To further CalVCB's restitution efforts, the Office of the District Attorney contracts with CalVCB to process reimbursement claims, as administered by CalVCB.

Impact on Residents and Businesses

This program ensures that restitution fines are imposed on all convicted offenders and that appropriate restitution orders are imposed in all cases involving a victim who files a claim under the restitution fund program. This program intends to lessen the financial impact of individuals who have become a victim of crime within the various communities of Riverside County.

Additional Fiscal Information

No budget adjustment is necessary at this time since the department anticipated the continuation of this funding and included the funding in the FY18/19 budget request.

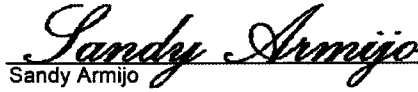
Attachments

The State of California Standard Agreement (#VC-8052)
Resolution No 2018-121

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Ryan Carter, Principal Management Analyst

7/12/2018


Sandy Armijo

7/6/2018


Gregory B. Priamos, Director County Counsel

7/6/2018

2
3 RESOLUTION NO. 2018-121

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF

5 THE COUNTY OF RIVERSIDE, AUTHORIZING THE DISTRICT ATTORNEY TO EXECUTE AN

6 AGREEMENT WITH THE CALIFORNIA VICTIM COMPENSATION BOARD TO RECEIVE

7 VICTIM RESTITUTION FUNDS

8 WHEREAS, the California Victim Compensation Board (CalVCB) provides eligible victims with
9 reimbursement for crime-related expenses through restitution paid by criminal offenders and for that
10 purpose, counties are provided with funds to facilitate access to said funds;

11 WHEREAS, CalVCB has selected the County of Riverside (the "County") to establish a positive,
12 collaborative relationship with CalVCB for the purpose of improving California's criminal restitution
13 system; and

14 WHEREAS, the Office of the District Attorney works on behalf of the County to ensure
15 restitution fines and orders are enforced against convicted offenders on behalf of the CalVCB and the
16 victims.

17 NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of
18 Supervisors of the County of Riverside, State of California, in regular session assembled on July 17,
19 2018, that the Board of Supervisors of the County of Riverside, located on the first floor of the County
20 Administrative Center, 4080 Lemon Street, Riverside, California, hereby authorizes the District Attorney
21 of the County of Riverside or his designee to sign the State of California Standard Agreement (Agreement
22 Number VC-8052) on behalf of the County, as well as execute related amendments or extensions with
23 CalVCB, as approved to form by County Counsel, to process reimbursement claims for eligible victims of
24 crime.

25 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall be in
26 effect for a three-year period beginning July 1, 2018 and ending June 30, 2021.

27 ROLL CALL:

28 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley

Nays: None

Absent: None

07.17.18 3.13

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

KECIA HARPER-HEM, Clerk of said Board

By:  Deputy

FORM APPROVED COUNTY COUNSEL
BY:  SUSANNA N. OH
DATE 7/12/18

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER VC-8052
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2018** through **JUNE 30, 2021**

3. The maximum amount of this Agreement is: **\$2,257,524.00**
Two million, two hundred fifty seven thousand, five hundred twenty four dollars

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

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	4 Pages
Attachment III – CalVCB Fraud Policy (Memo 17-004)	3 Pages
Attachment IV – Training Request Form	2 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Password Policy (Memo 17-012)	6 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	2 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Guadalupe* 7-13-18
DATE

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 RIVERSIDE DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Julie Nauman, Chief Executive Officer		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

JUL 17 2018 3.13

2018-7-140374

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

AGREEMENT NUMBER VC-8052
REGISTRATION NUMBER

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CALIFORNIA VICTIM COMPENSATION BOARD

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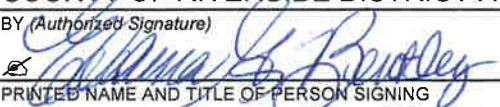
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 RIVERSIDE DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	7/18/18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Elaina G. Bentley, Assistant District Attorney		
ADDRESS		
3960 Orange Street Riverside, CA 92501		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Julie Nauman, Chief Executive Officer		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		
		<input type="checkbox"/> Exempt per:

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> County Of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Elaina G. Bentley, Assistant District Attorney		
<i>Date Executed</i> 7/18/2018	<i>Executed in the County of</i> Riverside	

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.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).


CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> County of Riverside – District Attorney’s Office	<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Elaina G. Bentley	
<i>Date Executed</i> 7/18/2018	<i>Executed in the County and State of</i> Riverside County California


Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):


<i>Company/Vendor Name (Printed)</i>	
County of Riverside – District Attorney’s Office	95-6000930
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	
Elaina G. Bentley, Assistant District Attorney	

1. 
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

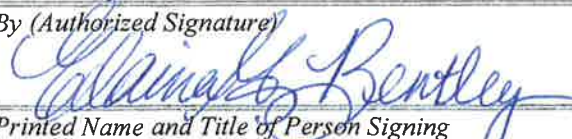
2. 
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. 
Initials
+ certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
	
<i>Printed Name and Title of Person Signing</i>	
Elaina G. Bentley, Assistant District Attorney	
<i>Date Executed</i>	<i>Executed in the County and State of</i>
7/18/2018	Riverside County California


**IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
County of Riverside – District Attorney's Office		95-6000930	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i>			
Elaina G. Bentley, Assistant District Attorney			
<i>Date Executed</i>		<i>Executed in</i>	
7/18/2018		Riverside County California	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>	

**EXHIBIT A
SCOPE OF WORK**

The Contractor agrees to provide to the California Victim Compensation Board (CalVCB) services as described herein:

1. The data entry, verification, and processing of claims for the unreimbursed financial losses of victims of crime.
2. The Contractor shall verify and process applications and bills pursuant to the statutes, regulations, policies and directives of CalVCB.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and processing claims.
4. The data entry, verification and processing of all applications and bills shall be performed by persons who have completed all required training provided by CalVCB, and who have been certified by CalVCB as qualified to perform such duties.
5. If an overpayment is identified as a result of an error the Contractor made, the Contractor shall follow the processes, policies and directives of CalVCB.
6. The Contractor shall administer emergency expenses under Government Code section 13952.5, subdivision (c) pursuant to a separate Revolving Fund contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following counties: Riverside
8. CalVCB may at its sole discretion, redirect workload (1) from CalVCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to CalVCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Division at CalVCB, or the Deputy Executive Officer's designee, establish Memorandums of Understanding (MOU) to conduct data entry, verification, and review for applications and bills received from other counties.
9. The Contractor will use CalVCB's automated claims management system, known as the Compensation and Restitution System (Cares2), to perform the work under this contract. The Contractor shall ensure that all contracted staff persons performing duties under this contract comply with CalVCB guidelines, procedures, directives, and memos pertaining to the use of the Cares2 system.
10. The Contractor shall follow the processes, policies and directives of CalVCB when monies owed to the Restitution Fund in the form of liens and overpayments is identified.

**EXHIBIT A
SCOPE OF WORK**

11. The Contractor shall also provide any paper application, bill or other related documents in its possession to CalVCB or its agent(s) on demand.
12. The Contractor shall maintain the highest customer service standards, and shall ensure that applications and bills are processed accurately and efficiently, that applicants receive prompt responses to their inquiries, and are treated with sensitivity and respect. Should CalVCB communicate to the Contractor any compliance issues or concerns about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services.

13. The services shall be performed at:

County of	Riverside
Office	District Attorney
Address	3960 Orange Street
City, State, Zip	Riverside, CA 92501

14. The services shall be provided during regular business hours, as defined in the State Administrative Manual section 0180 and Government Code section 11020, Monday through Friday, except government holidays. At the beginning of each fiscal year, the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager or designee in advance for any temporary changes in schedule or operating hours.
15. The Contractor shall provide outreach and training activities for stakeholders and members of the public within the designated service area to the extent that such activities do not adversely affect the Contractor's ability to conduct data entry, verification, and review of applications and bills. When conducting outreach or training activities, the Contractor shall inform CalVCB and utilize CalVCB resource materials.
16. The Contractor shall use forms and processes as required by CalVCB. Forms, letters or other documentation created by the Contractor and intended for the public, shall be submitted to CalVCB for review and approval prior to use.
17. The project representatives during the term of this agreement will be:

State Agency:	California Victim Compensation Board	Contractor:	County of Riverside - District Attorney's Office
Name:	Dionne C. Bell-Rucker, County Liaison and Support Section	Name:	Melissa Donaldson, Director of Victim Services

**EXHIBIT A
SCOPE OF WORK**

Manager	
Phone: (916) 491-3512	Phone: (951) 955-5512
Fax: (916) 491-6435	Fax: (951) 955-5640

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of Riverside - District Attorney's Office
Section/Unit: Business Services Branch	Section/Unit: Grants Administration
Attention: Ryan Metzger, Contract Analyst	Attention: Susan Slocum, Admin. Services Officer
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 3960 Orange Street, Riverside CA 92501
Phone: (916) 491-3877	Phone: (951) 955-0298
Fax: (916) 491-6413	Fax: (951) 955-0175

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this contract, as reflected in Exhibit B1, Budget.
- b. Invoices shall include the county name, contract number, month/year and time sheets or attendance records, including the employee name, position/classification, and time base, fringe benefit amounts and other expenses. Invoices and timesheets/attendance records should be submitted no later than the 30th day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

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

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2019 for fiscal year 2018/2019, after June 30, 2020 for fiscal year 2019/2020, and after June 30, 2021 for fiscal year 2020/2021. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by CalVCB.

2. BUDGET CONTINGENCY CLAUSE

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, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either terminate this agreement with no liability to CalVCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

The Contractor shall be paid by CalVCB 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 services to victims

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

and shall not be used to supplant those currently provided by county funds, or grants administered by the California Emergency Management Agency.

3. PROMPT PAYMENT CLAUSE

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

4. COST LIMITATION

The total amount of this agreement shall not exceed \$752,508.00 for fiscal year 2018/2019, \$752,508.00 for fiscal year 2019/2020, and \$752,508.00 for fiscal year 2020/2021. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CaIVCB. The funding of this contract may be changed by written amendment to the contract, upon approval of CaIVCB.

The Contractor shall submit a budget for Fiscal Year 2018/2019 with this contract. The Contractor shall submit a proposed budget for Fiscal Year 2019/2020, no later than April 1, 2019 and for Fiscal Year 2020/2021, no later than April 1, 2020. The CLASS Manager shall provide written approval of the proposed budget(s) and any subsequent modification(s).

5. REDUCTION OF CONTRACT AMOUNT

CaIVCB reserves the right to reduce the amount in the contract if CaIVCB's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the program year or when deemed necessary.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall submit by mail, email, or fax to CalVCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members. The Form 700 must be mailed, emailed or faxed within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The Contractor shall submit Form 700 no later than 30 days from CalVCB's request each year. Upon the resignation or termination of a staff person as described in this paragraph, the Contractor shall submit a final Form 700 within ten (10) business days.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions related to this contract, reassigning personnel to or from the workgroup funded by this contract, or changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval of such requests will be based upon CalVCB's review of the Contractor's workload, performance, and availability of funds. Personnel assigned to this contract shall possess the appropriate knowledge, skills and abilities to successfully perform the work. Hiring, transfers, or promotions of key personnel, such as program Managers, Supervisors and Leads must be approved in writing by the CalVCB CLASS Manager.
- c. The Contractor shall notify CalVCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two weeks. When the staff person is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the Contractor for that period of time only if the staff person accrued leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at CalVCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist or victim advocate, with the exception of the director of the county victim assistance program.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county victim assistance program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee. The

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Contractor will also obtain prior written authorization from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.

- f. In addition, the Contractor shall obtain prior written permission from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A, the Contractor shall request written authorization ten (10) days prior to the staff person beginning other county functions. CalVCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.
- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties; the name of his or her supervisor; the names of any staff supervised; and any other information as required by CalVCB. The Contractor shall also provide contact information for individual county victim assistance centers and advocate staff in any centers in other counties which send applications directly to the Contractor. The Contractor shall update the information anytime a change is made.

To mail requests and correspondence related to this section of the contract, send to: County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

2. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: Providing services that could be compensated under CalVCB.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Disclose any confidential information to anyone, including, but not limited to, victim advocates, community-based organizations, law enforcement, prosecutors and others, except as required by law or authorized by CalVCB. Confidential information

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

includes, but is not limited to, information about applicants, applications, crime documentation and other documents associated with applications.

- e. Provide or use the names of persons or records of CalVCB for a mailing list, which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a victim compensation claim or restitution matter with the intent to obtain private gain or advantage.
- h. 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.
- i. 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 the contract and is done in an appropriate manner.

All confidential information obtained during the performance of the contract duties shall be held in strict confidence.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB 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 and that person's salary will not be paid by CalVCB.

3. PERFORMANCE ASSESSMENT

CalVCB shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for CalVCB's claims processing staff.

- a. CalVCB shall monitor performance under the contract and periodically report performance to the Contractor.
- b. CalVCB reserves the right to revoke access to CalVCB's database of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by CalVCB or who does not comply with the contract provisions. Any Contractor's staff whose access has been revoked shall no longer be authorized to process claims and the staff person's position will no

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

longer be funded by CalVCB. The Contractor will provide replacement staff, contingent upon approval by CalVCB CLASS Manager or designee.

- c. CalVCB shall set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, time frames for completion of work, amount of work to be completed within given time frames, and standards for the quality of work to be performed. CalVCB will provide written notice of performance and production expectations to the Contractor. If the Contractor fails to achieve performance and production expectations set by CalVCB as set forth in the written notice, CalVCB reserves the right to reduce the amount of the contract or terminate the agreement upon 30 days' notice.
- d. CalVCB shall require county supervisors to utilize production, aging and workload reports provided by CalVCB, to maintain the level of production as outlined by CalVCB. The Contractor shall inform the CLASS Manager or designee of performance or other staffing issues immediately upon identification.

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

CalVCB may reimburse salaries, benefits and travel costs for the Contractor's staff to attend job-required training, meetings, hearings, conferences or workshops. All such costs are included within the maximum agreement amount as reflected in the attached budget.

The Contractor shall obtain prior written authorization from CalVCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment IV to this contract) and must be forwarded to the CLASS Manager or designee for approval prior to the training date. Approval for reimbursement for the requested training is at the discretion of CalVCB.

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6. MOVING

- a. CalVCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- b. The Contractor shall obtain written authorization from CalVCB to relocate computer terminals as far in advance as possible before any planned move. The request should be emailed to the CLASS Manager or designee for approval.
- 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 the telephone line and computer/electrical cable installation.
- d. The contractors Information Technology Department must notify CalVCB's Information Technology Section and CLASS of any change of a public internet protocol (IP) address within one business day.
- e. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. CalVCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

- a. Written request and approval prior to purchase

The Contractor shall obtain prior written authorization from CalVCB in the acquisition of any/all equipment (capitalized assets), including "modular furniture", even though funding may have been previously requested and made part of the budget. CalVCB reserves the option of not reimbursing the Contractor for equipment purchases that are not approved in writing prior to purchase.

The Contractor shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII to this contract) to the attention of the County Liaison and Support Section, California Victim Compensation Board, P. O. Box 3036, Sacramento, CA 95812-3036.

If new equipment is purchased the County will be sent an Asset Identification Form (Attachment IX) and affix an asset tag to the equipment.

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual section 4819.2) including input and output devices with software as well as monthly maintenance fees and installation, as deemed

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SPECIAL TERMS AND CONDITIONS**

necessary by CalVCB, shall be provided and/or reimbursed by CalVCB. Specifically, if CalVCB purchases equipment, then CalVCB will configure, install, and provide support for equipment and operating software. If the Contractor purchases equipment, then the Contractor is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service agreement with the vendor. The Contractor is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs. CalVCB is not a party to such contract.

All equipment purchased or reimbursed under this contract, regardless of whether CalVCB or the Contractor purchased it, shall be the property of CalVCB and shall be identified with a state identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses CalVCB equipment. The Contractor is responsible for maintaining equipment in such fashion that any warranties are not voided.

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 Contractor agrees to apply security patches and upgrades, and keep virus software up-to-date on any machine on which CalVCB 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.

CalVCB 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 be using the following hardware, or an approved equivalent, which is the current standard for CalVCB:

Intel 4th Generation Multi-Core i7 Processor
8 GB Ram
500 GB Hard Drive
Network Port
USB Port(s)
24" Flat Screen Monitor

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USB Keyboard
USB Mouse or Trackball

The Contractor shall obtain prior written authorization from CalVCB prior to installing any equivalent or additional software on CalVCB purchased or reimbursed equipment. Requests should be immediately directed to the CLASS Manager or designee.

8. OPERATING EXPENSES

- a. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, and telephone, etc. Such expenses are generally identified as "direct costs". The Contractor shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. 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. CalVCB reserves the right to deny any expenses that are deemed ineligible by the state.
- b. The Contractor shall submit, upon CalVCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
- c. The total amount budgeted for operating expenses, including direct and indirect expenses, shall not exceed 18% of the entire amount awarded.

The Contractor shall obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another. Requests should be directed to the CLASS Manager or designee.

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

The period of performance for the contract shall be for three (3) years from July 1, 2018 through June 30, 2021.

10. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, reimbursed or paid for under this contract shall remain the property of CalVCB and shall bear identification tags supplied by CalVCB. The Contractor shall prepare an equipment inventory listing using the County Inventory Form (Attachment VIII) in July of each year for the term of this contract. The completed forms shall be submitted by e-mail to their

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assigned CLASS analyst. Inventory listings not submitted by end of July each year shall result in a delay in payment of submitted invoices.

In the event of termination of this agreement, CalVCB shall take possession of its property. The Contractor shall hold those items identified in the inventory list in storage until CalVCB retrieves its property. Payment of storage and retrieval shall be the responsibility of CalVCB.

CalVCB reserves the right to request current and complete inventory listings, and to remotely access, for audit purposes, all IT equipment procured through this contract.

Any other arrangements for disposal or surplus of equipment requires approval from CalVCB's Business Services Branch. Counties must contact their assigned CLASS analyst to initiate this process.

11. CONFIDENTIALITY OF RECORDS

- a. 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 CalVCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to CalVCB Information Security Policy Memo 17-008, Attachment I to this contract). This shall apply regardless of whether or not the services for such staff persons are paid for by CalVCB.
- b. CalVCB'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 Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Division.

CalVCB's Legal Division in Sacramento is to be immediately notified of any request made under the Public Records Act (PRA) (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 CalVCB's Legal Division.

- c. The Contractor shall ensure that all staff are informed of and comply with the requirements of these provisions and any direction given by CalVCB. The

**EXHIBIT D
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Contractor shall complete and submit with their signed contract a Confidentiality Statement signed by each employee performing work under this contract (Attachment II to this contract)

- d. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold 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 CalVCB records by such staff persons.
- e. The Contractor shall annually submit to CalVCB the confidentiality statements (see Attachment II) signed by each staff member performing services under this contract, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The Contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30 of each year. Access to CalVCB claims management database will be granted upon receipt of the signed confidentiality statements.

To mail requests and correspondence related to this section of the contract, send to: County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

- f. The Contractor will forward any PRA request or Information Practices Act (IPA) request received related to provision of services under this contract to CalVCB's Legal Division. The Contractor will not take action on any PRA or IPA request for CalVCB records without obtaining prior permission from CalVCB's Legal Division.

12. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for CalVCB records must be personally served on the California Victim Compensation Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Division. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact CalVCB's Legal Division at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to

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meet the time constraints of the subpoena, including the use of overnight express mail.

13. RETENTION OF RECORDS

The Contractor shall retain all documents and records in hard copy related to applications entered into Cares2 for one year from the date the document is received. The Contractor shall retain all soft copies until confirmed uploaded into Cares2

The Contractor shall retain all records relating to the operation of this contract, including but not limited to, payroll, time-keeping, accounting records and electronic records, for seven years from the date the record is created. All electronically retained documents shall have the same legal effect as an original paper document.

14. SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above-mentioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

16. REGULATIONS AND GUIDELINES

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

17. COMPLIANCE WITH CALVCB POLICY

The Contractor shall ensure that all staff assigned work related to this contract, review and comply with the requirements of CalVCB policies, including the CalVCB Fraud

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Policy (Attachment III), CalVCB Information Systems Security and Confidentiality Policy (Attachment X), Password Policy (Attachment VI), the CalVCB Privacy Policy (Attachment XII) and the Acceptable use of Technology Resources (Attachment XI). CLASS will provide copies of the policies to the Contractor on July 1, along with an Acknowledgement of Policies Form (Attachment V), which must be signed by each county employee under this contract and returned to CLASS within 30 days of receipt.

18. SECURITY AND PRIVACY COMPLIANCE

The Contractor's staff assigned to perform services for CalVCB must adhere to the following provisions. Staff shall NOT:

- a. Attempt to access the Cares2 application from any location other than their assigned work location. Remote access is only permitted with prior written approval from the CalVCB Deputy Executive Officer of the Victim Compensation Division.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl+Alt+Delete).
- e. Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Visit untrusted websites or open any attachments or links from untrusted email.
- g. Uninstall or disable anti-virus software and automatic updates.
- h. Install any unauthorized or unlicensed software.
- i. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- j. Disclose any PII information to unauthorized users.
- k. 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.
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's Information Security Officer, the Contractor's CLASS Liaison and the CLASS Manager.

19. PRODUCTION AND STAFFING REQUIREMENTS

In addition to the above, the Contractor shall:

- a. Obtain written authorization from the CalVCB Assistant Deputy Executive Officer (ADEO) or designee prior to:
 - Assigning any contracted staff to work directly with claimants for application completion or

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- The planned hiring, transferring, or promoting of any key personnel, such as program Managers, Supervisors and Leads, as referenced in Exhibit D, section 1(b). CalVCB reserves the right to withhold access to Cares2 if personnel assigned to this contract do not possess the appropriate knowledge, skills and abilities to successfully perform the work, as referenced in Exhibit D, section 1(b).
- b. Hold weekly staff meetings, with CLASS Liaison participating at least twice a month either via phone or web conference.
- c. Hold monthly calls between the Contractor or designee and the CalVCB ADEO or designee to discuss progress towards resolution of identified staffing or production issues.
- d. Ensure Contractor's office shall process a minimum of 262 applications per month and a minimum of 367 bills per month with an accuracy rate of 95% or better.
- e. Ensure staff shall process bills and income loss requests with an average processing time not to exceed 45 days.
- f. Submit all requests for payment out of the Revolving Fund to the CLASS Liaison or designee for approval.

Ensure confidentiality of CalVCB information by providing a secure, confidential work space for the claims unit. The Contractor shall submit a plan for ensuring confidentiality to be approved in writing by the CalVCB ADEO or designee.

CalVCB ADEO or designee shall review these conditions annually to determine whether the contractor is in compliance and whether to continue with the contract. If the Contractor is not in compliance, CalVCB reserves the right to terminate this agreement upon thirty (30) days written notice to the Contractor or to amend the contract to include additional Special Terms and Conditions.