

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

AGREEMENT NUMBER <b>VCGC5059</b>
REGISTRATION NUMBER

- 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 SANTA BARBARA**
- The term of this Agreement is: **JULY 1, 2015** through **JUNE 30, 2018**
- The maximum amount of this Agreement is: **\$ 696,192.00**  
 Six hundred ninety-six thousand, one hundred ninety-two dollars and no cents
- 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	2 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B1 – Budget Page	2 Pages
Exhibit C* – General Terms and Conditions (GTC610)	1 Page
Exhibit D – Special Terms and Conditions	8 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – General Confidentiality Statement	1 Page
Attachment IIb – CalVCP Confidentiality Statement	3 Pages
Attachment III – Invoice Instructions	2 Pages
Attachment IIIb – Invoice Worksheet	1 Page
Attachment IV – Training Request Form	1 Page
Attachment V – Equipment Purchase Authorization Form	2 Pages
Attachment VI – Imaged Document Confidential Destruct Policy- Document Receiving Section Memo 09-001	2 Pages
Attachment VII – Overpayment Checklist	1 Page
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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.dps.ca.gov/Standard+Language](http://www.ols.dps.ca.gov/Standard+Language)

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

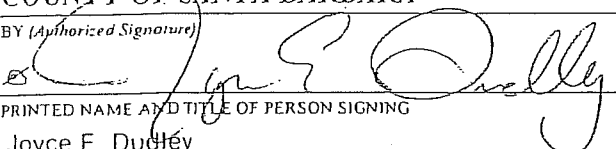

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF SANTA BARBARA</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>5/27/15</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Joyce E. Dudgey</b>		
ADDRESS <b>1112 Santa Barbara St. Santa Barbara, CA 93101</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		<input type="checkbox"/> Exempt per:
<b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JULIE NAUMAN, EXECUTIVE OFFICER</b>		
ADDRESS <b>400 R STREET, SUITE 500, SACRAMENTO, CA 95811</b>		



EXHIBIT A

SCOPE OF WORK

The Contractor agrees to provide to the Victim Compensation and Government Claims Board (VCGCB) services as described herein:

1. The data entry, verification and adjudication of claims for the unreimbursed financial losses of victims of crime.
2. The Contractor shall verify and adjudicate applications and bills pursuant to the statutes, regulations and policies. The Contractor shall use all forms and processes required by the VCGCB.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
4. The verification of all applications and bills shall be performed by persons who have completed all required verification training provided by the VCGCB, and who have been certified as eligible to perform such duties.
5. The Contractor will verify applications and bills in accordance with VCGCB policies, procedures, directives, and memorandum.
6. The Contractor shall administer emergency expenses under Government Code section 13952(c)(3) pursuant to a separate contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following counties: Santa Barbara.
8. The VCGCB may, at its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
9. The Contractor will use the Compensation and Restitution System (CaRES), the VCGCB automated claims management system, to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.
10. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
11. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries, and are treated with sensitivity and respect. Should the VCGCB communicate to

EXHIBIT A

SCOPE OF WORK

the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.

12. The services shall be performed at:

County of	Santa Barbara
Office	District Attorney
Address	1112 Santa Barbara St.
City, State, Zip	Santa Barbara, CA 93101

13. 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 County Liaison and Support Section (CLASS) manager in advance for any temporary changes in schedule or operating hours.

14. ~~The project representatives during the term of this agreement will be:~~

State Agency: Victim Compensation and Government Claims Board	Contractor: Santa Barbara County District Attorney
Name: Marlene Dederick, County Liaison and Support Section Manager	Name: Megan Rheinschild
Phone: (916) 491-3737	Phone: 805/568-2408
Fax: (916) 491-6435	Fax: 805/568-2453

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: Santa Barbara County District Attorney
Section/Unit: Business Services Section	Section/Unit: Victim-Witness Assistance
Attention: Megan Vinson	Attention: Megan Rheinschild
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 1112 Santa Barbara St. Santa Barbara, CA 93101
Phone: (916) 491-6469	Phone: 805/568-2408
Fax: (916) 491-6413	Fax: 805/568-2453

EXHIBIT B

BUDGET DETIAL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB 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 contract number and time sheets or attendance records, including the employee name, position/classification, and time base. Invoices and timesheets/attendance records should be submitted no later than the 30<sup>th</sup> day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

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

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2016 for fiscal year 2015/2016, after June 30, 2017 for fiscal year 2016/2017, and after June 30, 2018 for fiscal year 2017/2018. ~~The final reimbursement to the Contractor shall be~~ contingent upon the receipt and approval of this closeout invoice by the VCGCB.

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, the VCGCB 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, the VCGCB shall have the option to either terminate this agreement with no liability to the VCGCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

The Contractor 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 services to victims 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

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 Codes beginning with Section 927.

EXHIBIT B

BUDGET DETIAL AND PAYMENT PROVISIONS

4. COST LIMITATION

The total amount of this agreement shall not exceed \$232,064.00 for fiscal year 2015/2016, \$232,064.00 for fiscal year 2016/2017, and \$232,064.00 for fiscal year 2017/2018. 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, upon approval of the VCGCB.

The Contractor shall submit a budget for fiscal year 2015/2016 with this contract. The Contractor shall submit a proposed budget for fiscal year 2016/2017 no later than March 1, 2016, and for fiscal year 2017/2018, no later than March 1, 2017. The CLASS manager shall provide written approval of the proposed budget(s) and any subsequent modification(s).

5. REDUCTION OF CONTRACT AMOUNT

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

**BUDGET WORKSHEET**

(Rev. 2/15)

**EXHIBIT B-1**

Page 1

Name of County  
Contract Number

Santa Barbara  
VCGC2059

**FY 2015-2016**

**PERSONNEL SERVICES**

**Salaries and Wages**

Employee Name	CaIVCP Position	County Position/Class	#FTE	X	Pay Rate	X	PPs	Contract Amount
Tina Spencer		VVC Claims Specialist	0.953		2,835		26	\$ 70,252
Stephanie Medina		VVC Claims Specialist	0.953		2,835		26	\$ 70,252

Total Salaries and Wages

\$ 140,504

**Fringe Benefits**

Employee Name	CaIVCP Position	Position/Class	#FTE	X	Pay Rate	X Time	Contract Amount
Tina Spencer		VVC Claims Specialist	0.953		70,252		\$ 36,691
Stephanie Medina		VVC Claims Specialist	0.953		70,252		\$ 38,258

Total Fringe Benefits

\$ 74,949

**TOTAL PERSONNEL SERVICES**

\$ 215,453

CONTINUE ON NEXT PAGE

Name of County Santa Barbara  
 Contract Number VCGC2059

FY 2015-2016

OPERATING EXPENSES

- Rent (Square feet= \_\_\_\_\_)
- Utilities
- Insurance
- Equipment rental
- Equipment repair
- Office supplies
- Telephone
- Postage
- Expendable equipment (non-capitalized assets)
- Overhead
- Training
- Data Processing
- Other
- Travel - Meetings, conferences
- Travel - Training

Contract Amount	
\$	900
\$	10,773
\$	4,938
\$	16,611
\$	232,064

TOTAL OPERATING EXPENSES

~~TOTAL AMOUNT OF CONTRACT FOR THIS YEAR~~

Please indicate if county staff are paid bi-weekly or monthly: Bi-weekly

Does your county direct any non-VCGCB funding toward the services provided under this contract?

Yes  No

If yes, please list any additional funds provided for operation of this verification unit.  
 Please describe the source of funding.

Source of funding	Amount
Personnel Services	
Operating Expenses	
Other	
Total	\$ -

County Budget Officer Contact Information:

Name: Jo Ann Slattery  
 Phone Number: 805/568-2303  
 Email Address: jslatte@co.santa-barbara.ca.us



EXHIBIT C

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](http://www.ols.dgs.ca.gov/Standard+Language).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall submit by mail, email, or fax to the VCGCB, 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 July 30<sup>th</sup> of 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 from VCGCB 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 the VCGCB's review of the Contractor's workload, performance and availability of funds.
- c. The Contractor shall notify the VCGCB 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, the~~ VCGCB shall compensate the Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the VCGCB'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 a victim advocate.
- 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 Program or the Deputy Executive Officer's designee. The Contractor will also obtain prior written authorization from the Deputy Executive Officer of the Victim Compensation Program 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 Program 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 – 1a and 1b, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 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 the VCGCB. The Contractor shall also provide contact information for individual county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the Contractor. The Contractor shall update the information any time a change is made.

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

2. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the VCGCB 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 the VCP program.~~
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB 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; or
- 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 purpose 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 the VCGCB is made aware of and abides by these provisions. If an assigned staff person is

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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 the VCGCB.

3. PERFORMANCE ASSESSMENT

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

- a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.
- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB or who does not comply with the contract provisions. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims and the contractor will provide replacement staff. The VCGCB may subsequently agree to allow any such employee to work under this agreement.
- c. ~~The VCGCB may 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, timeframes for completion of work, amounts of work to be completed within given timeframes, and standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the Contractor. If the Contractor fails to achieve the performance and production expectations set by the VCGCB as set forth in the written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the agreement upon an additional 30 days notice.~~

4. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to the VCGCB, 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

The VCGCB 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 the VCGCB 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 V to this contract) and forwarded to the County Liaison and Support Section for approval.

6. MOVING

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- a. The VCGCB 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 the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. The request should be emailed to the County Liaison Support Section 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 telephone line and computer/electrical cable installation.
- d. The Contractor's Information Technology Department must notify the VCGCB's Information Technology Section and the County Liaison and Support Section 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. The VCGCB 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 the VCGCB 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. The VCGCB reserves the option of not reimbursing the Contractor for equipment purchases that are not requested or approved in writing prior to purchase.

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

- 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 fee and installation, as deemed necessary by the VCGCB, shall be provided and/or reimbursed by the VCGCB. Specifically, if the VCGCB purchases equipment, then the VCGCB 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. The VCGCB is not a party to such contract.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the Contractor purchased it, shall be the property of the VCGCB 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 VCGCB 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 VCGCB data may be used.

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 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.
- b. The Contractor 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 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, to operating 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 County Liaison and Support Section.

9. TERM OF CONTRACT

The period of performance for the contract will be for three (3) years from July 1, 2015 through June 30, 2018.

10. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, reimbursed or paid for under this contract shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The Contractor shall prepare an equipment inventory listing using the County Inventory

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Form (Attachment IX) as of June 30<sup>th</sup> of each year for the term of this contract. The completed forms shall be submitted to the Business Services Section, P. O. Box 48, Sacramento, CA 95812-0048.

In the event of termination of this agreement, the VCGCB shall take possession of its property. The Contractor shall 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. 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 the VCGCB'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 the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).
- b. 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 Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

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

- c. The Contractor shall ensure that all staff are informed of and comply with the requirements of these provisions and any direction given by the VCGCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment II to this contract) to:

Victim Compensation and Government Claims Board  
Attn: Megan Vinson  
Business Services Section  
P.O. Box 48  
Sacramento, CA 95812-0048

- 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 VCGCB records by such staff persons.
- e. The Contractor shall annually submit to the VCGCB confidentiality statements (see Attachment IIB) signed by each staff member performing services under this contract, whose salary or a portion

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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<sup>th</sup> of each year. Access to the VCGCB claims management database will be granted upon receipt of the signed confidentiality statement.

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

- f. The Contractor will forward any Public Records Act Requests (PRAs) or Information Practices Act (IPAs) requests received related to provision of services under this contract to the VCGCB Legal Office. The Contractor will not take action on any PRA or IPA request for VCGCB records without obtaining prior permission from the Legal Office.

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 Victim Compensation Program records must be personally served on the Victim Compensation and Government Claims Board at 400 R Street, 5<sup>th</sup> Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the VCGCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

13. RETENTION OF RECORDS

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System, (CaRES), the VCGCB claims management database, for one year from the date the document is received. After one year the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment VII to this contract).

The Contractor shall not destroy any files or records without written authorization from the VCGCB.

The Contractor shall retain claim files related to applications filed using the former claims management database, VOX, in its file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the VCGCB. The VCGCB will notify the Contractor if or when "inactive" files need to be sent to the VCGCB. The Contractor shall not destroy any files or records without written authorization from the VCGCB.

14. SUBCONTRACTING



EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

15. TERMINATION FOR CONVENIENCE

The VCGCB 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 the VCGCB 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 VCGCB guidelines, procedures, directives and memos as they pertain to the performance of this agreement.

## VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

<b>POLICY MEMO</b>		MEMO NUMBER: 06-00-003
SUBJECT: VCGCB Information Security Policy		DATE ISSUED: November 15, 2006
REPLACES: Policy # N/A		EFFECTIVE DATE: December 1, 2006
REFERENCE: State and Consumer Services Agency, Information Security Program		ISSUING DIVISION: EXEC / ISO
Purpose	The Victim Compensation and Government Claims Board (VCGCB) Information Security Policy defines the rules for information security that apply to our business activities. This policy also provides a foundation for additional practices and standards that will more specifically communicate VCGCB rules related to information security.	
Information Security Program	<p>The VCGCB has established an Information Security Program to protect the confidentiality, availability, integrity and privacy of VCGCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the VCGCB strategic goals and securely achieves its objectives and priorities.</p> <p>(Related California Code: Government Code Sec. 11771; SAM 4841)</p>	
Responsibility	<p>The Information Security Officer is responsible for developing, implementing, and operating the Information Security Program. The Information security Officer Reports directly to the VCGCB Executive Officer.</p> <p>The Information Security Officer will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The Information Security Officer also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.</p> <p>The Information Security Officer chairs the Information Security Advisory Committee that includes members representing all VCGCB divisions. The Information Security Advisory Committee is responsible for reviewing, advising and recommending approval of information security practices and standards.</p> <p>The Information Systems Section is responsible for the implementation and administration of VCGCB information security policies, practices, and guidelines for all VCGCB information systems and networks.</p>	

	<p>All VCGCB employees, consultants, and contractors are responsible for protecting VCGCB information assets and complying with VCGCB information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the Information Security Officer.</p> <p>(Related authorities: Government Code Sec. 11771; SAM 4841.1)</p>
<b>Compliance</b>	<p>All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines.</p> <p>Failure to comply with VCGCB Information Security policies, practices, and guidelines by State employees may result in disciplinary action up to and including termination of State employment. Failure to comply with VCGCB Information Security policies, practices, and guidelines by consultants or contractors may result in punitive action up to and including termination of their contract.</p> <p>In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties.</p> <p>Compliance of VCGCB divisions and offices with VCGCB Information Security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices.</p> <p>The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer.</p> <p>(Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)</p>
<b>Risk Management</b>	<p>The VCGCB will identify and mitigate risks to the confidentiality, availability, and integrity of VCGCB information assets. Information security risks must be reported to the owner of the information or information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.</p> <p>The Information Security Officer operates the Information Security Risk Management program. Under this program, the Information Security Officer participates in the development of new information systems and periodically assess existing information systems to identify and mitigate information security risks. The Information Security Officer works with the appropriate VCGCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.</p> <p>(Related California Code: Government Code Sec. 11773)</p>

<p><b>Life Cycle Planning</b></p>	<p>The VCGCB will address information security as part of new projects - involving major business activities or significant enhancements to existing business.</p> <p>Projects will comply with all applicable Information Security Policies and Practices and include provisions for the effective implementation and administration of the information security processes required for compliance.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p><b>Awareness and Training</b></p>	<p>The VCGCB maintains a mandatory information security awareness program. The Information Security Officer will ensure that the appropriate information security awareness training is provided to all VCGCB employees, consultants, and contractors.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p><b>Physical Security</b></p>	<p>The VCGCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive VCGCB business areas.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
<p><b>Contingency and Disaster Preparedness</b></p>	<p>The VCGCB Business Services Section ensures that the VCGCB has sufficient plans, resources, and staff to keep critical VCGCB business functions operating in the event of disruptions.</p> <p>Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.</p> <p>(Related California Code: Government Code Secs. 11773, 14740-14769)</p>
<p><b>Incident Handling</b></p>	<p>The VCGCB Information Security Officer implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.</p> <p>All VCGCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The VCGCB investigates information security violations and incidents and referring them to state and federal authorities when appropriate.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771; Penal Code Secs. 502)</p>
<p><b>Identification and</b></p>	<p>All users are individually identified to the information system(s) they use.</p>

<p><b>Authentication</b></p>	<p>Their identity is verified to the system using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.</p> <p>The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.</p> <p>(Related California Code: Government Code Secs. 11771, 20230)</p>
<p><b>Access Control</b></p>	<p>Access to all VCGCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current VCGCB duties.</p> <p>VCGCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their VCGCB duties.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 6250-6270, 11771)</p>
<p><b>Audit Trail</b></p>	<p>All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.</p> <p>Audit trail records must be provided whenever access to a VCGCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.</p> <p>Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a VCGCB information system.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771)</p>
<p><b>Data Ownership</b></p>	<p>All information assets have a Data Owner who is assigned by VCGCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 14740-14769, 20230)</p>
<p><b>Information Classification</b></p>	<p>All VCGCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to VCGCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is</p>

	<p>confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of VCGCB operations.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 11772, 20230)</p>
<b>Information System Security Practices</b>	<p>All VCGCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All VCGCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the Information Security Officer has approved a specific exception.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
<b>Where to file this memo</b>	<p>File this Memo in the Administrative Policy Manual</p>
<b>Who to contact for questions</b>	<p>For any questions about this Memo please contact your supervisor or manager, or the VCGCB Information Security Officer by e-mail at <a href="mailto:iso@vcgcb.ca.gov">iso@vcgcb.ca.gov</a></p>
<b>Distribution List</b>	<p>All VCGCB Staff</p>



STATE OF CALIFORNIA  
EDMUND G. BROWN JR., Governor

MARYBEL BATJER  
Secretary  
Government Operations Agency  
Chairperson

BETTY T. YEE  
State Controller  
Board Member

MICHAEL A. RAMOS  
San Bernardino County District Attorney  
Board Member

JULIE NAUMAN  
Executive Officer

**VCGCB CONFIDENTIALITY STATEMENT**

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB. It is also the policy of the VCGCB to ensure that all information is secured as set forth in VCGCB Information Security Policy, Memo number 06-00-003.

Under this policy, all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with the VCGCB.

The Contractor shall notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

**ACKNOWLEDGEMENT**

I have read and understand the above statement and VCGCB Information Security Policy, Memo number 06-00-003. I understand that it is my responsibility to abide by the confidentiality policy and security policy of the VCGCB and to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, information and documentation once my contract or affiliation with the VCGCB ends.

  
\_\_\_\_\_  
Signature

Tina Spencer  
\_\_\_\_\_  
Name (Print)

5-28-2015  
\_\_\_\_\_  
Date

Santa Barbara County  
\_\_\_\_\_  
Affiliation (County/Vendor)

<p style="text-align: center;">C A L I F O R N I A</p> <p style="text-align: center;"><b>VICGLOBI</b></p> <p style="text-align: center;">Victim Compensation &amp; Government Claims Board</p>	<p><b>CaIVCP CONFIDENTIALITY STATEMENT</b></p>
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**Purpose of Confidentiality Statement:**

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**State Employees and Contractors:**

I, TS agree to protect confidential information in the following ways:  
INITIAL

- Access, inspect, use, disclose, or modify information *only* to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-VCGCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-VCGCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to the VCGCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to VCGCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.



## Confidentiality Statement (cont.)

- Never disclose any information related to a Victim Compensation Program (VCP) application, including whether an individual has filed a VCP application, unless it is under the following circumstances: 1) the request for information is from an applicant or the applicant's authorized representative regarding his or her own application, 2) the disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or 3) are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a VCP applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of the VCGCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the VCGCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on the VCGCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the VCGCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, TS acknowledge that as a state employee or individual performing work pursuant to  
 INITIAL a contract with the VCGCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the VCGCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact VCGCB's Legal Office or Information Security Officer.

I, TS acknowledge that the unauthorized access, inspection, use, or disclosure of  
 INITIAL confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:


- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, TS expressly consent to the monitoring of my access to computer-based confidential  
 INITIAL information by the VCGCB or an individual designated by the VCGCB.

CERTIFICATION

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the VCGCB Information Security Policy, Memo number 06-00-003. I also understand that improper use of VCGCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, and information once my employment, contract, or affiliation with the VCGCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

  
\_\_\_\_\_  
Signature

5-20-2015  
\_\_\_\_\_  
Date

Tina Spencer  
\_\_\_\_\_  
Name (Print)



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### VCGCB CONFIDENTIALITY STATEMENT

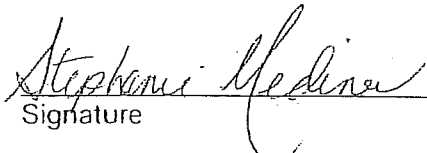
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\_\_\_\_\_  
Signature  
  
Stephanie Medina  
\_\_\_\_\_  
Name (Print)

5/27/15  
\_\_\_\_\_  
Date  
  
Santa Barbara County  
\_\_\_\_\_  
Affiliation (County/Vendor)

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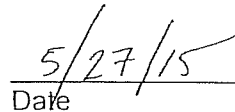
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\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Stephanie Medina  
\_\_\_\_\_  
Name (Print)