

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER VCGC5059	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
CALIFORNIA VICTIM COMPENSATION 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 after this amendment is: **\$ 707,992.00**
 Seven hundred and seven thousand, nine hundred ninety-two dollars and no cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This contract is hereby amended as follows:

The Victim Compensation and Government Claims Board (VCGCB) has changed its name. The new name is California Victim Compensation Board (CalVCB).



The maximum amount of this Agreement is increased by \$ 11,800.00 for a total not to exceed \$ 707,992.00.

EXHIBIT A – Scope of Work

Section 5. Add the following language:

If an overpayment is identified as a result of an error the Contractor made when issuing the revolving fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> County of Santa Barbara		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Joyce E. Dudley, District Attorney		
<small>ADDRESS</small> 1112 Santa Barbara St. Santa Barbara, CA 93101		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> California Victim Compensation Board		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Mindy Fox, Chief Deputy Executive Officer		
<small>ADDRESS</small> 400 "R" Street, Suite 500, Sacramento, CA 95811		
		<input type="checkbox"/> Exempt per:

- a. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at the CalVCB as soon as the overpayments are identified
- b. If the Contractor has made a reasonable attempt to recover the overpayment, the CalVCB is then responsible for collecting the amount of an overpayment from the overpaid party
- c. The CalVCB is ultimately responsible for collecting the overpayment from the overpaid party after one reasonable attempt is made to collect by the Contractor.

Section 11. Add the following language:

The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services.

Section 14. Change the following language:

Name of CalVCB project representative: Change from Marlene Dederick to Dionne C. Bell-Rucker

Phone Number: Change from (916) 491-3737 to (916) 491-3512

Section 15. Add the following new section:

The Contractor may 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 for applications and bills.

EXHIBIT B – Budget Detail and Payment Provisions

Section 4. Cost Limitation

The total amount of this agreement shall not exceed \$237,964.00 for fiscal year 2016/2017 and \$237,964.00 for fiscal year 2017/2018.

EXHIBIT D – Special Terms and Conditions

Section 1. Personnel Services and Workload, Item b. Add the following language:

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.

Section 2. Incompatible Activities, Item d – Change the following language:

Replace "Provide confidential information to anyone not authorized to receive the information" with "Disclose any confidential information except as required by law or authorized by the CalVCB, Confidential information includes, but is not limited to information about applicants, applications, and documents associated with applications."

Section 5. Job-Required Training – Add the following language:

Paragraph 2, sentence 2: The request is to be submitted on the Training Request Form (Attachment V to this contract) and forwarded to CLASS for approval at least 10 business days prior to the training date. Approval for the reimbursement for the requested training is at the discretion of CalVCB.

Section 7. Equipment, Item b. Purchase of Information Technology Equipment – Add the following language:

CalVCB strongly recommends that purchasing a maintenance agreement that provides on-site support within 24 hours.

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
- 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 CLASS.

Section 8. Operating Expenses, Item a – Add the following language:

CalVCB reserves the right to deny any expenses that are deemed ineligible by the state.

Section 10. Inventory – Add the following language:

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 require written approval from the Deputy Executive Officer of the CalVCB or their designee.

Section 11. Confidentiality of Records, Item a – Replace the following language:

Replace “Memo 06-00-003” with “Memo 15-001”, Attachment 1 to this amendment.

Section 11. Confidentiality of Records, Item d – Add the following language:

Paragraph 1, last sentence: This shall apply regardless of whether or not the services for such staff persons are paid for by the CalVCB.

13. Retention of Records – Add the following language:

The Contractor shall retain any other 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

13. Retention of Records – Remove the following language:

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.

17. Compliance with CalVCB Policy – Add the following new section:

The Contractor shall ensure that all staff assigned to work related to this contract reviews and complies with the requirements of CalVCB policies, including the CalVCB Fraud Policy, CalVCB Information Systems Security and Confidentiality, and the CalVCB Privacy Policy Acknowledgement Form. CLASS will provide copies of the policies to the Contractor on July 1 at the beginning of each fiscal year to be signed and returned to CLASS within 30 days of receipt.

18. Security and Privacy Compliance – Add the following new section:

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

- a. Attempt to access the CaRES application from any location other than their assigned work location. This includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the CaRES 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.

All other terms and conditions under this contract shall remain the same and in full force and effect.