

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

AGREEMENT NUMBER VCGC1108
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, 2011** through **JUNE 30, 2014**
- The maximum amount of this Agreement is: **\$0.00**
ZERO DOLLARS
- 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	1 Page
Exhibit C* – General Terms and Conditions (GTC307)	1 Page
Exhibit D – Special Terms and Conditions	4 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – Confidentiality Statement	1 Page
Attachment III – Revolving Fund Procedures	3 Pages
Attachment IV – Revolving Fund Disbursement Log	1 Page
Attachment V – Overpayment Checklist	1 Page
Attachment VI – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages
Attachment VII – Contractor's Description of Revolving Fund Procedures	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

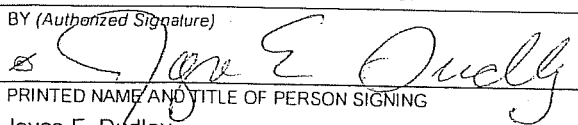

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF SANTA BARBARA		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/16/11	
PRINTED NAME AND TITLE OF PERSON SIGNING Joyce E. Dudley		
ADDRESS 1112 Santa Barbara Street Santa Barbara, CA 93101		
STATE OF CALIFORNIA		
AGENCY NAME VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS 400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. This agreement is entered into by the Victim Compensation and Government Claims Board (VCGCB), an agent of the State of California, and the County of Santa Barbara (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.
 - a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Procedures (Attachment III to this contract).
 - b. The Contractor shall pay emergency expenses using its revolving fund for the County of Santa Barbara. For a detailed description of revolving fund procedures, please refer to Attachment III.
 - i. Payment of verified funeral/burial expenses;
 - ii. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault.
 - iii. Payment of verified crime scene clean-up expenses; and
 - iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.
 - c. The Contractor shall also ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1982 (FISMA).

The Contractor shall ensure that the 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 collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

- d. The Contractor shall establish and enforce procedures to insure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.
- e. The VCGCB shall report all reimbursements made to the Contractor for expenses under this agreement to the Internal Revenue Service (IRS).
- f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.

EXHIBIT A

SCOPE OF WORK

- g. If an overpayment is identified as a result of the Contractor's failure to follow the terms established in this agreement, the Contractor shall follow procedures set out below. The Contractor agrees that it shall not file a deficiency claim under SAM Section 8072, or any provision, for reimbursement from the VCGCB for any deductions under this provision.
 - i. The Contractor shall report any overpayments or suspected overpayments to the County Liaison and Support Section at the VCGCB as soon as said overpayments are identified.
 - ii. The Contractor is responsible for collecting the amount of an overpayment from the overpaid party if the overpayment resulted from the Contractor's failure to follow the terms of this agreement.
 - iii. The Contractor shall reimburse the VCGCB for any overpayments identified as a result of the Contractor's failure to follow the terms established in this agreement. Reimbursement should be made by September 30th of each year for any overpayments that may be outstanding.
 - h. The Contractor shall use all forms and processes required by the VCGCB. For a detailed description of Revolving Fund Procedures, refer to Attachment III of this contract.
 - i. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
 - j. The Contractor will use CaRES (Compensation and Restitution System), 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.
 - k. 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 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.
2. The term of this agreement shall be July 1, 2011 through June 30, 2014.

EXHIBIT A
SCOPE OF WORK

3. The services shall be performed at:

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

4. The services shall be provided during regular business hours, Monday through Friday, except 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 in advance for any temporary changes in schedule or operating hours.

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

State Agency: Victim Compensation and Government Claims Board	Contractor: Santa Barbara County DA
Name: Christie Munson, County Liaison and Support Section Manager	Name: Megan Rheinschild
Phone: (916) 491-3764	Phone: (805) 568-2408
Fax: (916) 491-6425	Fax: (805) 568-2453
Email: Christie.Munson@vcqcb.ca.gov	Email: mriker@co.santa-barbara.ca.us

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
Attention: Robin Baglietto	Attention: Megan Rheinschild
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 1112 Santa Barbara Street Santa Barbara, CA 93101
Phone: (916) 491-6470	Phone: (805) 568-2408
Fax: (916) 491-6401	Fax: (805) 568-2453
Email: Robin.Baglietto@vcqcb.ca.gov	Email: mriker@co.santa-barbara.ca.us

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

The VCGCB advanced the Contractor \$50,000.00 in fiscal year 2000/2001, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1b). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the VCGCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use the VCGCB claims management system to issue a payment to replenish the revolving fund, according to the process set out in the Revolving Fund Procedures (Attachment III to this contract) and any other subsequent procedures required by the VCGCB.

The Contractor shall submit a written description of the procedures for operating the revolving fund (Attachment VII to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated and copies of any forms that are used in the distribution of the funds.

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.

3. REPORTING REVOLVING FUND USE

- a. Each month the Contractor shall submit a written accounting of the disbursements from, and reimbursements to, the Contractor's revolving fund account on the JP County Revolving Fund Disbursement Log (Attachment IV to this contract). The report is due to the VCGCB Accounting Manager with a copy to the County Liason and Support Section by the tenth (10th) day of each month.

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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 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 the VCGCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office.

2. 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Victim Compensation and Government Claims Board
Attn: Robin Baglietto, Associate Business Management Analyst
Business Services Section
400 "R" Street, Suite 400
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

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

The Contractor shall inform a server of a subpoena that the subpoena shall be personally served on the California Victim Compensation and Government Claims Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. 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.

7. RETENTION OF RECORDS

The Contractor shall retain all documents related to applications entered into CaRES (Compensation and Restitution System), 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

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

AGREEMENT NUMBER VCGC1059
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, 2011** through **JUNE 30, 2012**
- The maximum amount of this Agreement is: **\$ 232,064.00**
 Two hundred thirty two thousand, sixty four dollars, and zero 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 Pages	2 Pages
Exhibit C* – General Terms and Conditions	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 – Approved Travel Reimbursement Rates	3 Pages
Attachment V – Training Request Form	1 Page
Attachment VI – Equipment Purchase Authorization Form	2 Pages
Attachment VII – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages
Attachment VIII – Overpayment Checklist	1 Page
Attachment IX – County Inventory Form	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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


CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SANTA BARBARA		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6-16-11	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Joyce E. Dudley		
ADDRESS		
1112 Santa Barbara Street, Santa Barbara, CA 93101		
STATE OF CALIFORNIA		
AGENCY NAME		
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS		
400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. The Joint Power Verification Unit (Contractor) agrees to provide to the California Victim Compensation and Government Claims Board (VCGCB) services as described herein:

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 county: Santa Barbara.
8. The VCGCB may, in 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 CaRES (Compensation and Restitution System), 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 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.

EXHIBIT A
SCOPE OF WORK

12. The services shall be performed at:

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

Second location:

County of	Santa Barbara
Office	District Attorney
Address	312 D East Cook Street
City, State, Zip	Santa Maria, CA 93454

13. The services shall be provided during regular business hours, Monday through Friday, except 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: Christie Munson, County Liaison and Support Section Manager	Name: Megan Rheinschild
Phone: (916) 491-3764	Phone: (805) 568-2408
Fax: (916) 491-6425	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: Robin Baglietto	Attention: Megan Rheinschild
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 1112 Santa Barbara Street Santa Barbara, CA 93101
Phone: (916) 491-6470	Phone: (805) 568-2408
Fax: (916) 491-6401	Fax: (805) 568-2453

EXHIBIT B

BUDGET DETAIL 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 the attached 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 thirtieth (30th) 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 Manager
400 "R" Street, Suite 500
Sacramento, California 95811

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2012 for fiscal year 2011/2012. 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.

JOINT POWERS AGREEMENT BUDGET WORKSHEET

(Rev. 4/09)

EXHIBIT B-1

Page 1

Name of County Santa Barbara
 Contract Number VCG1059

FY 2011-2012

PERSONNEL SERVICES

Salaries and Wages

Employee Name	Position/Class	#FTE	X Pay Rate	X Time	Contract Amount
Tina Spencer	VVC Claims Spec	1	2,806.81	26 pp	72,977
Stephanie Medina	VVC Claims Spec	1	2,692.73	26 pp	70,011
Megan Rheinschild	Program Director	0.05	3,388.62	26 pp	4,405

Total Salaries and Wages 147,393.00

Fringe Benefits

Employee Name	Position/Class	#FTE	X Salaries	X Rate	Contract Amount
Tina Spencer	VVC Claims Spec	1	72,977	various	35,486
Stephanie Medina	VVC Claims Spec	1	70,011		35,547
Megan Rheinschild	Program Director	0.05	4,405		2,159

Total Fringe Benefits 73,192.00

TOTAL PERSONNEL SERVICES 220,585.00

CONTINUE ON NEXT PAGE

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall notify the VCGCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions, and prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval will be based upon the VCGCB's review of the Contractor's workload and upon the 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 three 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.
- 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 CLASS. The Contractor will also obtain prior written authorization 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 VCGCB's prior written permission 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.
- 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 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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, time frames for completion of work, amounts of work to be completed within given time frames, 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 include in the annual budget an amount equal to at least \$200 per staff member providing services under the contract for VCGCB required training and travel, or the Contractor shall certify that funds are available from another source in that amount to support required training and travel costs.

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment.

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 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 expenses 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 one (1) year from July 1, 2011 through June 30, 2012.

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 Form (Attachment IX) as of June 30 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.

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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 California Victim Compensation and Government Claims Board at 400 R Street, 5th 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 CaRES (Compensation and Restitution System), 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

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.